

Request for Proposals



Depart of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

Advertised Date: May 26, 2005

RFP Title: Functional Evaluations and Appeals for ADA Paratransit Services

RFP Number: 05-061 AT

Due Date: June 30, 2005 - 2:00 P.M.

Buyer: Alan Terhune, alan.terhune@metrokc.gov, (206)-684-1067

Pre-proposal Conference:

*A conference to discuss questions related to this RFP shall be held **15 June 2005 at 2pm in the Exchange Building on the 12th floor conference room 12A.***

Proposals are hereby solicited and will **ONLY** be received by:

**King County Procurement Services Section
Exchange Building, 8th Floor
M/S EXE-ES-0871
821 Second Avenue
Seattle, WA 98104-1598**

Office Hours: 8:00 a.m. - 5:00 p.m.
Monday - Friday

Contract Number: _____

Contractor: _____

Federal Tax ID: _____

Requesting Dept.: _____

Amount: _____

Fund Source: _____

Duration: _____

To: _____

Services Provided: _____

This Request for Proposal will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

CONTRACT

THIS CONTRACT, made this _____ Day of _____, 20____, by and between King County, Washington, (hereinafter "County") and _____ (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the County has caused Contract documents for:

Contract No.: _____

Contract Title: ADA Functional Evaluations & Appeals Services

to be prepared for certain Work as described therein; and

WHEREAS, the Contractor has assured the County that it has the specialized expertise and experience necessary to properly Provide the goods and Services in a timely manner and that its Proposal includes all of the functions and features required for the goods and Services; and

WHEREAS, the County has accepted the Contractor's offer to Provide the goods and Services in accordance with the Contract's terms, Specifications and Proposal documents;

WHEREAS, by executing this Contract, the Contractor represents that the waiver of the Contractor's immunity under industrial insurance, Title 51 RCW, as set forth in the Contract documents was mutually negotiated by the parties;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to supply the goods and Services at the price and on the terms and conditions herein contained, and to assume and perform all of the covenants and conditions herein required of the Contractor, and the County agrees to pay the Contractor the Contract price Provided herein for the supply of the goods and Services and the performance of the covenants set forth herein.

THE FURTHER TERMS, CONDITIONS AND COVENANTS of the Contract are set forth in the following exhibit parts each of which is attached hereto and by this reference made a part hereof in the following order of precedence; Change Orders; the Contract Document which includes: Standard Contractual Terms and Conditions, Specific Contractual Terms and Conditions, Insurance Requirements, Specifications, Contract Administration, Introduction, Attachments **A)** Contractor Registration Form, **B)** Price Proposal, **D)** Personnel Inventory Report, **E)** Affidavit and Certificate of Compliance, **F)** Equal Benefits Compliance Declaration, **N)** 504/ADA Assurance of Compliance, RFP Addenda; Request for Proposals; Best and Final Offer; and the Proposal.

COMPANY NAME: _____

ACCEPTED BY: _____

KING COUNTY APPROVED BY: _____

Authorized signature

Authorized Signature

Name and Title (Print or Type)

Name and Title (Print or Type)

DATE ACCEPTED: _____

DATE APPROVED: _____

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DEFINITION OF WORDS AND TERMS

Words and terms Shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms Shall have the meanings indicated. The meanings Shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance: Formal action of the County in determining that the Contractor's Work has been completed in accordance with the Contract.

Act of Nature: A cataclysmic phenomenon of nature, such as an earthquake, flood or cyclone.

Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the Contract documents issued by the County during the Proposal period and prior to the date and time established for submittal of Proposals.

Best and Final Offer: Best and Final Offer Shall consist of the Proposer's revised Proposal, the supplemental information and the Proposer's Best and Final Offer. In the event of any conflict or inconsistency in the items submitted by the Proposer, the items submitted last Will govern.

Buyer: Individual designated by King County to conduct the Contract solicitation process, draft and negotiate contracts, resolve contractual issues and support the Project Manager during Contract performance.

Change Order: Written order issued by the County, with or without notice to sureties, making changes in the Work within the scope of this Contract.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between the County and the Contractor for completion of the Services or Work under the Contract as set forth on Page i of this document.

Contract Administrator: The individual designated by the County to administer the Contract and be the Contractor's primary point of contact. The Contract administrator Will approve orders, receipts, invoices and document the Contractor's performance. This Person may be the Project Manager.

Contract Price: Amount payable to the Contractor under the terms and conditions of the Contract for the satisfactory performance of the Services under the Contract.

Contract Period: The period of time during which the Contractor Shall perform the Services or Work under the Contract.

Contract Time: Number of calendar Days and/or the intermediate and final completion dates stated in the Contract documents for the completion of the Work specified herein.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, Contracting with the County for the performance of Services or Work under the Contract.

Contractor's Representative: The individual designated in writing by the Contractor to act on its behalf under this Contract.

Cost Analysis: The review and evaluation of the separate cost elements and proposed profit of the Vendor's/Contractor's cost or pricing data. Cost analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which the proposed costs represent what the Contract should cost, assuming reasonable economy and efficiency.

Criteria, Evaluation Criteria or Evaluation Factors: The elements cited in the RFP that the County Will examine to determine the Proposers understanding of the requirements; technical, business and management approach; key Personnel; qualification and experience of the Proposer; potential for successfully accomplishing the Contract; risk allocation and the probable cost to the County.

Day: Calendar Day.

Documentation: Technical publications relating to the use of the Software/Services to be Provided by Contractor under this Contract, such as reference, user, installation, systems administration and technical guides, delivered by the Contractor to King County.

Enhancement: Technical or functional additions to the Software to improve Software Functionality and/or operations. Enhancements are delivered with new releases of the Software.

Error: An unanticipated Software problem resulting in program behavior not following the Software's logical design and/or Contractor's Documentation.

Executive: King County Executive

Final Acceptance: The point when King County acknowledges that the Contractor's Software works according to the Contract.

Fix: The repair or replacement of source or object or executable code versions of the Software to remedy an Error.

Functionality: The configuration as specified in the Contract documents; i.e., Software, Software Updates, hardware and Services Shall operate together efficiently.

Month: The period commencing on the first Day of a calendar Month and ending on the first Day of the next succeeding calendar Month.

Performance Benchmark: Any structured test, capable of repetition, the results of which purport to measure response time, load capacity, throughput speed, or other elements of Software, Hardware and/or service responsiveness. A Performance Benchmark does not include any broad statements regarding use, such as a statement regarding how many records are being processed per Month.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Price Analysis: The process of examining and evaluating a proposed price without evaluating its separate cost elements and proposed profit.

Project Manager: The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration. This Contract may be part of a larger County project.

Proposal Evaluation Team (PET): Team of people appointed by the County to evaluate the Proposals, conduct discussions, call for Best and Final Offers, score the Proposals and make recommendations.

Proposed Work Change (PWC): A written document issued by the Project Manager, or his/her designee, to the Proposer identifying contemplated changes in the Work and requesting a price estimate from the Contractor; such a document Shall not be interpreted or construed to constitute a Change Order.

Proposer: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a Proposal to perform the Work.

Proposer's Representative: The individual designated in writing by the Proposer to act on its behalf under this Contract.

Provide: Furnish without additional charge.

RCW: The Revised Code of Washington.

RFP: Request for Proposals. Also known as the solicitation document.

Reference Documents: Reports, Specifications, and drawings which are available to Proposers for information and reference in preparing Proposals but not as part of this Contract.

Services: The furnishing of labor, time or effort by a Contractor, not involving the delivery of any specific end product. Work performed to meet a demand, especially Work not connected with a manufacturing process.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either the Contractor or the County, as applicable, and means that the Contractor or the County, as applicable, has thereby entered into a covenant with the other party to do or perform the same.

Specifications or Technical Specifications: A Section of the Request for Proposals consisting of written descriptions of Services to be performed or of the technical requirements to be fulfilled under this Contract.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Submittals: Information which is submitted to the Project Manager in accordance with the Technical Specifications.

Subsection: For reference or citation purposes, Subsection Shall refer to the paragraph, or paragraphs, called out by part, section and alphanumeric designator

System Integration: The installations and operations of all hardware, Software and communications components so that they function as an operational environment and in conjunction with each other.

Update: All published revisions to the Documentation and one (1) copy of the new release of the Software which are not designated by Contractor as new products.

Work: Everything to be done and Provided for the fulfillment of the Contract.

Workaround: A change in the procedures followed or data supplied to avoid an Error without significantly impairing performance of the Software or Services.

INTRODUCTION
Functional Evaluation and Appeals for ADA Paratransit Services
RFP NO. 05-061

1 SECTION - PROPOSAL PREPARATION

1.1 Introduction

The purpose of this proposal is to establish a blanket contract agreement with the selected Contractor to provide King County with Functional Evaluations and Appeals to persons with disabilities to determine eligibility for ADA Paratransit services (hereinafter referred to as "Service or Work"), in accordance with the requirements of Title II of the Americans with Disabilities Act (ADA) of 1990, King County Ordinance No. 13441 as modified, and regulations issued pursuant thereto by the U.S. Department of Transportation (USDOT) Office of Civil Rights and the U.S. Department of Justice. King County does not guarantee that the Contractor will receive any work. In addition, King County is not giving the Contractor the exclusive right and legal obligation to fill all of the County's needs for work of the kind described in this proposal. King County reserves the right to contract with any other entity for the services described herein.

1.2 Proposal Submission

Proposals Shall contain all required attachments and information, be sealed and submitted to King County (hereinafter "County"), Procurement and Contract Services Section, Mailstop EXC-FI-0871, Eighth Floor, Exchange Building, 821 Second Avenue, Seattle, Washington 98104-1598 no later than **2 p.m. Seattle time on June 30, 2005.**

The County reserves the right to request oral interviews, additional information, site visits, or any other type of clarification of Proposal information it deems necessary to evaluate Proposals.

1.3 Proposal Signature

Each Proposal Shall be signed by the Proposer or the Proposer's authorized representative and include the Proposer's address. If the Proposal is made by an individual, the name, signature and post office address must be shown; if made by a partnership or joint venture, the name and post office address of the partnership or joint venture and the signature of at least one of the general partners or authorized joint venture partners must be shown; if made by a corporation, the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the Person who signs on behalf of the corporation must be shown.

1.4 Addenda

Each Proposal Response Form, Attachment A, Shall include acknowledgment of receipt and review of all Addenda issued during the Proposal period.

1.5 Schedule

<u>Day/Month/Year</u>	<u>Event</u>
26/May/2005	Public announcement of Request for Proposals
10/June/2005	Pre-proposal questions due, in writing
15/June/2005	Pre-proposal conference (see 1-7 below)
22/June/2005	Last questions due, in writing, per Subsection 1-9
30/June/2005	Proposals due
*01/July/2005	Evaluation/Negotiation of Proposals begins.

During evaluations/negotiations, firms with Proposals judged unacceptable Will be notified that they Will not be considered further.

*NOTE: Dates preceded by an asterisk are estimated dates. Estimated dates are for information only.

1.6 Inquiries

Inquiries concerning the procurement process Shall be directed to Alan Terhune at e-mail address: alan.terhune@metrokc.gov or at phone number (206) 684-1067 or FAX number (206) 684-1470 or in writing to the County's Procurement & Contract Services Section, Eighth floor, Exchange Building, Mailstop EXC-FI-0871, 821 Second Avenue, Seattle, Washington 98104-1598.

Communications concerning this procurement, with other than the listed County staff may cause the firm to be subject to disqualification by the Manager of Procurement Services or designee.

1.7 Preproposal Conference

A preproposal conference will be held on June 15, 2005, at 2p.m. at the Exchange Building conference room 12A. All prospective Proposers are strongly encouraged to attend. Prospective Proposers should submit written questions to the Buyer no later than June 10, 2005. Copies of questions with answers along with responses from the preproposal conference Will be sent to everyone who received an RFP. Letter of Intent

1.8 Interpretation of Proposal and Contract Documents

No oral interpretations as to the meaning of the RFP Will be made to any Proposer. Requests for a written interpretation Shall be made in writing and delivered or faxed to the Buyer at the County's Procurement Services Division at the address indicated in Section 1-6 at least ten (10) calendar Days before the date established for submitting Proposals. Any interpretation deemed necessary by the County Will be in the form of an addendum to the RFP and when issued Will be delivered as promptly as is practicable to all parties to whom the RFP has been issued. All Addenda Shall become part of the RFP and any subsequently awarded Contract. Proposers Shall not rely upon any oral statements or conversations, whether at the pre-proposal conference, if any, or otherwise, they may have with County employees or third parties regarding the RFP.

1.9 Examination of Proposal and Contract Documents

The submission of a Proposal Shall constitute an acknowledgment upon which the County may rely that the Proposer has thoroughly examined and is familiar with the RFP, including any Work site identified in the RFP, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods and Services to be Provided hereunder. The failure or neglect of a Proposer to receive or examine such documents, Work sites, statutes, regulations, ordinances or resolutions Shall in no way relieve the Proposer from any obligations with respect to its Proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation Will be allowed which is based upon a lack of knowledge or misunderstanding of this RFP, Work sites, statutes, regulations, ordinances or resolutions.

1.10 Cost of Proposals

The County is not liable for any costs incurred by Proposers in the preparation, presentation, testing or negotiation of proposals submitted in response to this RFP.

1.11 Modification or Withdrawal of Proposals Prior to Submittal Date

At any time before the time and date set for submittal of Proposals, a Proposer may request to withdraw or modify its Proposal. Such a request must be made in writing by a Person with authority as identified in Attachment A, Proposal Response Form. All Proposal modifications Shall be made in writing, executed and submitted in the same form and manner as the original Proposal.

1.12 Errors and Administrative Corrections

The County Will not be responsible for any Errors in Proposals. Proposers Will only be allowed to alter Proposals after the submittal deadline in response to requests for clarifications or Best and Final Offers by the County. The County reserves the right to request an extension of the Proposal period from a Proposer or Proposers.

The County reserves the right to allow corrections or amendments to be made that are due to minor administrative Errors or irregularities, such as Errors in typing, transposition or similar administrative Errors.

1.13 Prompt Payment Discount

Proposals offering a prompt-payment discount for payments made within twenty (20) calendar Days Will be evaluated at the discounted price.

1.14 Postponement or Cancellation of Request for Proposal

The County reserves the right to cancel the RFP or change the date and time for submitting Proposals.

1.15 Compliance with RFP Terms and Attachments

King County intends to award a Contract based on the terms, conditions and attachments contained in this RFP. Proposers are strongly advised to not take any exceptions. Proposers Shall submit Proposals which respond to the requirements of the RFP. An exception is not a response to a Proposal requirement. If an exception is taken, a "Notice of Exception" must be submitted with the Proposal. The "Notice of Exception" must identify the specific point or points of exception and Provide an alternative.

Proposers are cautioned that exceptions to the terms, conditions and attachments may result in rejection of the Proposal.

The County may, at its sole discretion, determine that a Proposal with a Notice of Exception merits evaluation. A Proposal with a Notice of Exception not immediately rejected may be evaluated, but its competitive scoring Will be reduced to reflect the importance of the exception. Evaluation and negotiation Will only continue with the Proposer if the County determines that a Contract in the best interest of the County may be achieved.

1.16 Proposal Requirements

- A. The Proposal Shall contain the following items and follow the exact sequence outlined below:
1. Executive Summary or Overview of Proposal (optional).
 2. Proposals Shall respond to the RFP questions listed in Section 7-6
 3. Contract: Sign the Contract, page i and submit with proposal.
 4. Attachments:

- Attachment A - Contractor Registration Form.
http://www.metrokc.gov/finance/procurement/documents/IBIS_Attachments/AttachmentA_ContractorRegistrationForm.doc
- Attachment B - Price Proposal.
- Attachment C - Equal Benefits Worksheet and Declaration Form
http://www.metrokc.gov/finance/procurement/documents/U_042_EB_Worksheet_Declaration.doc
- Attachment D - Personnel Inventory Report.
http://www.metrokc.gov/finance/procurement/documents/IBIS_Attachments/ATTACHMENTD_Personnel_Inventory.doc
- Attachment E - Affidavit and Certificate of Compliance.
http://www.metrokc.gov/finance/procurement/documents/IBIS_Attachments/ATTACHMENTE_CertificateOfCompliance.doc
- [Attachment N](#) - ADA/504 Assurance of Compliance. Complete and retain the questionnaire when notified by the Buyer. Complete the Corrective Action Plan and give to Buyer before Contract award.
http://www.metrokc.gov/finance/procurement/documents/U_027_504_ADA_Compliance.doc

5. Brochures, booklets or other sales material may be attached to the proposals (optional).

B. Submit five (5) copies of the Proposal and attachments. One copy Shall be unbound to facilitate reproduction.

1.17 Collusion

If the County determines that collusion has occurred among Proposers, none of the Proposals of the participants in such collusion Will be considered. The County's determination Shall be final.

1.18 Rejection of Proposals

- A. The County reserves the right to reject any Proposal for any reason including, but not limited to, the following: any Proposal which is incomplete, obscure, irregular or lacking necessary detail and specificity; any Proposal which has any qualification, addition, limitation or provision attached to the Proposal; any Proposal from Proposers who (in the sole judgment of the County) lack the qualifications or responsibility necessary to perform the Work; any Proposal which is not approved as being compliant with the requirements for equal employment opportunity; any Proposal for which a Proposer fails or neglects to complete and submit any qualifications information within the time specified by the County; and any Proposal submitted by a Proposer which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies.
- B. In consideration for the County's review and evaluation of its Proposal, the Proposer waives and releases any claims against the County arising from any rejection of any or all Proposals, including any claim for costs incurred by Proposers in the preparation and presentation of Proposals submitted in response to this RFP.

1.19 Proposal Price and Effective Date

The Proposal price Shall include everything necessary for the prosecution and completion of the Contract including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be Provided otherwise in this RFP. Prices quoted on the Proposal Response Form Shall include all freight

charges, FOB to the designated delivery point. Washington State sales/use taxes and Federal excise taxes Shall not be included in the Proposal price. The County Will pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The County is exempt from Federal excise taxes. All other government taxes, duties, fees, royalties, assessments and charges Shall be included in the Proposal price. The Proposal Shall remain in effect for 120 calendar Days after final Proposal submittal date and time. In the event of a discrepancy between the unit price and the extended amount for a Proposal item, the County reserves the right to clarify the Proposal.

1.20 Procedure When Only One Proposal Is Received

If the County receives a single responsive, responsible and advantageous Proposal, the County Shall have the right, in its sole discretion, to extend the Proposal Acceptance period for an additional sixty (60) Days and to conduct a price or cost analysis on such Proposal. The Proposer Shall promptly Provide all cost or pricing data, Documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County Shall not be obligated to accept the single Proposal; the County reserves the right to reject such Proposal or any portion thereof.

1.21 Protest Procedures

A. Form of Protest. In order to be considered, a Protest Shall be in writing, addressed to the Manager of the King County Procurement and Contract Services Division of the Department of Finance, and include:

1. The name, address, and phone number of the Bidder or Proposer protesting, or the authorized representative of the Bidder or Proposer;
2. The Invitation For Bid or Invitation To Bid ("IFB" or "ITB") or Request for Proposals ("RFP") Number and Title under which the Protest is submitted;
3. A detailed description of the specific grounds for protest and any supporting Documentation. It is the responsibility of the Protesting Bidder/Proposer to supplement its Protest with any subsequently discovered documents prior to the Manager's decision;
4. The specific ruling or relief requested; and
5. Evidence that all Persons with a financial interest in the procurement have been given notice of the Protest or if such Persons are unknown, a statement to that effect.

B. Who May Protest.

1. Protests based on Specifications. Any prospective Bidder/Proposer.
2. Protests following Bid submittal. Any Bidder or Proposer submitting a response to an ITB or RFP showing a substantial financial interest in the solicitation or award of any Contract.

C. Time to Protest. Protests based on Specifications or other terms in the RFP or ITB document which are apparent on the face of said document must be received by the County no later than ten calendar Days prior to the date established for submittal of Bids/Proposals. The County must receive protests based on other circumstances within five calendar Days after the protesting Bidder/Proposer knows or should have known of the facts and circumstances upon which the Protest is based. In no event Shall a Protest be considered if all bids are rejected or after award of the Contract.

D. Determination of Protest. Upon receipt of a timely written Protest, the Procurement Manager Shall investigate the Protest and Shall respond in writing to the Protest prior to the award of Contract. Except as Provided below, the decision of the Procurement Manager Shall be final.

- E. Reconsideration of Manager's Decision. A financially interested Bidder or Contractor may request that a Manager's adverse decision be reviewed by the Director of the King County Department of Finance ("Director") on a reconsideration basis only. The only justifications for reconsideration are (1) new data, relevant to the underlying grounds for protest and unavailable at the time of the Protest to the Manager; or (2) the Manager made an Error of law or regulation. The following procedures Shall be followed for a reconsideration of the Manager's decision:
1. Form of Request for Reconsideration. In order to be considered, a Request for Reconsideration must be filed with the Director in writing and include:
 - a. Name, address, and telephone number of the Person protesting or their authorized representative;
 - b. A copy of the written decision of the Manager; and
 - c. Justification for a reconsideration by the Director, including all pertinent facts and law on which the Bidder or Proposer is relying.
 2. Time for filing Request for Reconsideration. The financially interested Bidder or Proposer must file the Request for Reconsideration no later than five calendar Days of receiving the Procurement Manager's decision.
 3. Review of Manager's Decision. Upon receipt of a Request for Reconsideration, the Director or his/her designee Shall review (1) the information submitted to and reviewed by the Manager and (2) the decision of the Manager, and Shall thereafter issue a final determination regarding the Request for Reconsideration. No other information Will be reviewed unless the basis for the request for reconsideration is new data.
- F. Failure To Comply: Failure to comply with the procedures set forth herein may render a Protest untimely or inadequate and may result in rejection thereof by the County.

1.22 Proposal Alternatives

Proposals Shall address all requirements identified in this RFP. In addition, the County may consider Proposal Alternatives submitted by Proposers that Provide Enhancements beyond the RFP requirements. Proposal Alternatives may be considered if deemed to be in the County's best interests. Proposal Alternatives must be clearly identified.

1.23 Supported Employment Program

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants which share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your proposal. If you have questions, or need additional information, please contact the King County ADA Coordinator, (206) 296-7706 or the Business Development and Contract Compliance Section Supervisor, (206) 205-0700.

2 SECTION - PROPOSAL EVALUATION AND CONTRACT AWARD

2.1 General

Proposals Will be evaluated and ranked by the Proposal Evaluation Team (PET) on the basis of the criteria established in this RFP. The PET Will evaluate the Proposals submitted in response to the RFP, conduct fact finding, discussions/negotiations, request Best and Final Offers and determine which Proposal is the most advantageous to the County for Contract award. The PET's recommendation is subject to review and approval.

2.2 Changes in Requirements

When, either before or after receipt of Proposals, the County changes, revises, increases, or otherwise modifies its requirements, the County Shall issue a written addendum to the RFP. In considering which firms to notify of a change, the County Will consider the stage in the procurement process at which the change occurs and the magnitude of the change, as follows:

- A. If Proposals are not yet due, the addendum Will be sent to all firms that have received the RFP.
- B. If the time for receipt of Proposals has passed but Proposals have not been evaluated, the addendum Will be sent only to Proposers responding to the RFP.
- C. If the Proposals have been evaluated and classified, only those Proposals classified as in the competitive range.
- D. If a change is so substantial that it warrants substantial revision of the RFP, the County may cancel the original RFP and issue a new one, regardless of the state of the procurement process. The new solicitation Will be issued to all firms originally solicited and to any firms added to the original list.

2.3 Proposal Evaluation

The PET Will evaluate each Proposal using the criteria set forth in this RFP. If deemed necessary by the PET, written and/or oral discussions may be conducted with those Proposers whose Proposals are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFP, costs or prices, and suspected mistakes may be included among the items for discussion. The discussions are intended to give Proposers a reasonable opportunity to resolve deficiencies, uncertainties and suspected mistakes as requested by the PET and to make the cost, pricing or technical revisions required by the resulting changes.

Upon completion of discussions, the PET may issue to all remaining potentially acceptable Proposers a request for Best and Final Offers. The request Will include notice that discussions are concluded, an invitation to submit a revised Proposal with a Best and Final Offer, and a new submittal date and time.

The County reserves the right to make a Contract award without written and/or oral discussions with the Proposers and without an opportunity to submit Best and Final Offers when deemed to be in the County's best interests.

2.4 Evaluation of Responsiveness and Responsibility

Part of the evaluation process involves a determination of Responsiveness and Responsibility. The County may request that the Proposer Provide additional information, explanation and Documentation to be used in the determination. The requests for information can occur at any point in the evaluation process. The additional information Will normally be in the following subject areas:

A. Responsiveness

The County Will consider all the material submitted by the Proposer to determine whether the Proposer's offering is in compliance with the terms and conditions set forth in this RFP.

B. Responsibility

1. The County Will consider all the material submitted by the Proposer, and other evidence it may obtain otherwise, to determine whether the Proposer is capable of and has a history of successfully completing contracts of this type. This may include requiring the Proposer to Provide references from customers who have been Provided the same or equivalent goods or Services. References Shall include the names and addresses of the parties to whom such goods or Services were Provided and the name and phone number of contact Persons with such parties.
2. The following elements Will be given consideration by the County in determining whether a Proposer is responsible:
 - a. the ability, capacity and skill of the Proposer to perform the Contract or Provide the service required;
 - b. the character, integrity, reputation, judgment and efficiency of the Proposer;
 - c. whether the Proposer has the financial resources and experience to perform the Contract properly and within the times specified;
 - d. the quality and timeliness of performance by the Proposer on previous contracts with the County and with other local governments and state and federal agencies, including, but, not limited to, the relative costs, burdens, time and effort necessarily expended by the County and such governments and agencies in securing satisfactory performance and resolving claims;
 - e. the previous and existing compliance by the Proposer with laws relating to public contracts or Services, including, but not limited to, Disadvantaged Business Enterprise (DBE) and equal employment opportunity requirements;
 - f. the history of the Proposer in filing claims and litigation on prior projects involving the County or on other public or private projects; and
 - g. such other information as may be secured having a bearing on the decision to award the Contract.

Proposers Shall furnish acceptable evidence of the Proposer's ability to perform, such as firm commitments by Subcontractors, equipment, supplies and facilities, and the Proposer's ability to obtain the necessary Personnel, when requested by the County. Refusal to Provide such information when requested Will cause the Proposal to be rejected.

3. Financial Resources

Submit proof of adequate financial resources which would be available to the Proposer for the prosecution and completion of the Work as required. When requested, the required financial information Shall include:

- a. audited financial statements such as balance sheets, statements of income, statements of cash flow and stockholders' equity for each of the three most recently completed fiscal years, including notes to financial statements, independent accountants' reports and annual reports to stockholders;
- b. Documentation of an open line of credit or other arrangement with an established bank under which adequate financing would be available for prosecution and completion of the Work called for hereunder;

- c. certification by the principal financial officer of or an independent accountant for the Proposer, stating that the Proposer has adequate financial resources for the prosecution and completion of the Work called for hereunder; and
- d. the names, addresses and telephone numbers of at least one contact in the company's principal financial or banking organization and its independent auditor.

The PET may find that the Proposer appears fully qualified to perform the Contract or it may require additional information or actions from the Proposer. In the event the PET determines that there are problems of such a nature or magnitude that it is advantageous to the County to bypass the highest scored Proposal, the PET Shall evaluate the qualifications of the next ranked Proposer for award of the Contract. A Proposer bypassed for award by the PET for whatever reason Shall have no claim for costs incurred including, but not limited to, presentation costs, Proposal preparation, the cost of providing additional information requested, or modification made either to its Proposal or internal structure or systems of the Proposer or its organization.

4. Financial Reporting

The Proposer Shall Provide a current copy of its Dun and Bradstreet report if requested by the County.

2.5 **Scoring and Evaluation Criteria**

Each Proposal has a total possible score of 1,000 points with the points assigned as follows:

<u>(Number)</u>	<u>(Title)</u>	<u>(Score)</u>
Subsection A	Technical Plan and Facilities	250 points
Subsection B	Qualifications/Experience or Personnel	150 points
Subsection C	Services, Management and similar exp.	200 points
Subsection D	Pricing	400 points
Total available points:		1000 points

The PET Will score each Proposal on the completeness and adequacy of the Proposer's responses and on additional available relevant information. The criteria, listed in descending order of importance, used by the PET in evaluation of proposals Shall include the following:

- A. Adequacy of installation plan and compatibility with ADA/County scheduling constraints.
- B. Does the Proposer have a history of successfully completing similar projects.

Do the business references indicate the proposer is responsive to the customer, competent and qualified to do the work.

Does the Proposer have the current and projected resources needed to accomplish the contract and provide future support.

Does the Proposer take exceptions to contract terms.

- C. Experience of proposed staff on equivalent projects
Ability of proposed plan to support the requirements of the County
- D. Price for total service provided in the first year.

Additional criteria utilized in the evaluation are cited in the RFP and questions. In the event clarification questions are issued to Proposers, oral presentations or demonstrations are requested, the scoring Will be adjusted to reflect the new

2.6 Competitive Range

The evaluation of proposals and subsequent testing may result in successive reductions of the number of proposals that remain in the competitive range. The firms remaining in the competitive range may be invited to participate in additional evaluations, testing, Best and Final Offer and negotiations.

2.7 Negotiations

The County may enter negotiations with one or more Proposers to finalize Contract terms and conditions. In the event negotiations are not successful, the County may initiate negotiations with the next ranking Proposers or reject Proposals.

Negotiation of a Contract Will be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations Will be to reach agreement on all provisions of the proposed Contract.

2.8 Contract Award

Contract award, if any, Will be made by the County to the responsible Proposer whose Proposal meets the requirements of the RFP, and Will be the most advantageous to the County with respect to price, quality and other factors as evaluated by the County. The County is not required to award a Contract to the Proposer offering the lowest price. The County Shall have no obligations until a Contract is signed between the Proposer and the County. The County reserves the right to award one or more contracts as it determines to be in its best interest.

2.9 Insurance Requirements

The Proposer to whom the County awards a Contract pursuant to this RFP Shall file with the County evidence of insurance from insurer(s) satisfactory to the County certifying to the coverages of insurance set forth in this RFP. Such evidence of insurance Shall be submitted within ten (10) calendar Days of receipt of a written request from the County.

Failure by the Proposer to submit satisfactory evidence of insurance Shall result in rejection of the Proposal.

2.10 Execution of Contract and Notice to Proceed

The Proposer to whom the County intends to award the Contract Shall sign the Agreement and return it to the County. Upon authorization by the County Executive, or designee, a Contract Will be issued. Upon receipt by King County of any required Documentation and Submittals by the Proposer, a Notice to Proceed may be issued, if appropriate.

2.11 Public Disclosure of Proposals

Proposals submitted under this RFP Shall be considered public documents and with exceptions Provided under public disclosure laws. Proposals which are recommended for Contract award Will be available for inspection and copying by the public after the selection process has been concluded.

If a Proposer considers any portion of its Proposal to be protected under the law, the Proposer Shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or

"BUSINESS SECRET." If a request is made for disclosure of such portion, the County Will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County Will notify the Proposer of the request and allow the Proposer five (5) Days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County Will release the portions of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and Shall have no claim against the County on account of actions taken under such procedure.

3 SECTION - STANDARD CONTRACTUAL TERMS AND CONDITIONS

3.1 Administration

This Contract is between the County and the Contractor who Will be responsible for providing the goods and/or performing the Services described herein. The County is not party to defining the division of Work between the Contractor and its Subcontractors, if any, and the Specifications have not been written with this intent.

The Contractor represents that it has or Will obtain all Personnel and equipment required to perform hereunder. The Contractor's performance under this Contract may be monitored and reviewed by a Contract administrator appointed by the County. Reports and data required to be Provided by the Contractor Shall be delivered to the Contract administrator. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract Shall be addressed to the Contract administrator for response.

3.2 Change Orders

The County may, at any time, without notice to the sureties, by written order, make any change in the Work within the scope of this Contract. No oral order or conduct by the County Will constitute a Change Order unless confirmed in writing by the County.

If any Change Order causes an increase or decrease in the cost of, or the time required for performance of any part of the Work under this Contract, an equitable adjustment in the Contract price, the delivery schedule, or both Shall be made and the Contract modified in writing accordingly. Every Change Order may require a cost/Price Analysis to determine the reasonableness of the proposed change.

The Contractor must assert its right to an adjustment under this clause within five (5) calendar Days after receipt of a written Change Order from the County. Upon request from the Contractor, the County may extend the five (5) Day period. The request for equitable adjustment must be in writing and state the general nature and monetary extent of the claim. The County may require additional supporting documents and cost or Price Analysis to determine the validity of the claim.

No claim by the Contractor for an equitable adjustment hereunder Will be allowed if asserted after final payment under this Contract. No claim Will be allowed for any costs incurred more than ten Days before the Contractor gives written notice, as required in this section.

3.3 Cost/Price Analysis

Cost/Price Analysis Will be required by the County for the evaluation of proposals, Best and Final Offers, negotiations, Change Orders, terminations, revisions to Contract requirements or other circumstances as determined by the Buyer.

3.4 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination, and except as directed by the Contract administrator, the Contractor Shall immediately stop Work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor Shall be paid its costs, including necessary and reasonable Contract close-out costs and profit on that portion of the Work satisfactorily performed up to the date of termination as specified in the notice. The Contractor Shall promptly submit its request for the

termination payment, together with detailed supporting Documentation. If the Contractor has any property in its possession belonging to the County, the Contractor Will account for the same and dispose of it in the manner the County directs. All termination payment requests are subject to cost/Price Analysis to determine reasonableness and compliance with the Contract, the Contract termination agreement, applicable laws and regulations.

B. Termination for Default

In addition to termination for convenience, if the Contractor does not deliver supplies in accordance with the Contract delivery schedule, or if the Contract is for Services and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default. Termination Shall be effected by serving a Notice of Termination by certified mail (return receipt requested) on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination; Provided that the Contractor Shall have ten (10) calendar Days to cure the default. The Contractor Will only be paid for goods delivered and accepted, or Services performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to cost/Price Analysis to determine reasonableness and compliance with the Contract; the Contract termination agreement, applicable laws and regulations.

The termination of this Contract Shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Contract or in any amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part. Such termination Shall be in addition to the County's rights to terminate for convenience or default.

In accordance with King County Code 4.04.040B.6, payment Shall not exceed the appropriation for the year in which termination is effected. If the Contract is terminated for non-appropriation:

1. The County Will be liable only for payment in accordance with the terms of this Contract for Services rendered prior to the effective date of termination; and,
2. The Contractor Shall be released from any obligation to Provide further Services pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract Will terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

3.5 Force Majeure

The term "force majeure" Shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents, shutdowns for purpose of emergency repairs, strikes and any other industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by Act of Nature or any other cause not reasonably within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition Shall be suspended only for the time and to the extent reasonably necessary to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then King County Shall be entitled to exercise any remedies otherwise Provided for in this Contract, including Termination for Default.

3.6 Payment Procedures

A. Invoices

Invoices Shall be furnished by the Contractor for goods and/or Services, which have been delivered or Provided to the County, to:

King County Accounts Payable
M/S EXC-FI-0875
Exchange Building, 8th floor
821 Second Avenue
Seattle, Washington 98104-1598

Important -- The County requires one invoice per requisition for payment processing. All invoices must include the following information: Contract number, requester's name and phone number, date of invoice, invoice number, purchase order number, prompt payment discount and total price for invoice. For each item purchased indicate quantity, description, part number, model and serial number; where applicable, manufacturers or wholesale list price and discount percentage allowed off the list price, item price and total price for the item and/or for Services identify hourly rates, hours worked, total hours or related fees. Failure to comply with this requirement may delay payment.

B. Payments

Within thirty (30) calendar Days after receipt of an invoice, the County Will pay the Contractor for authorized goods and/or Services satisfactorily delivered or performed. Acceptance of such payment by the Contractor Shall constitute full compensation for all supervision, labor, supplies, materials, Work, equipment and the use thereof, and for all other necessary expenses, incurred by the Contractor.

C. Subcontractor Prompt Payment

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Contract no later than 10 Days from the receipt of each payment the Contractor receives from King County. The Contractor agrees further to return retainage payments, if any, to each Subcontractor within 30 Days after the Subcontractor's Work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may only be made for good cause following written approval of King County.

3.7 Washington State Sales Tax

The County Will make payment directly to the State for all applicable State sales taxes in case the Contractor is not registered for payment of sales taxes in the State of Washington. If the Contractor is so registered, it Shall add the sales tax to each invoice and upon receipt of payment from the County, promptly remit appropriate amounts to the State of Washington.

3.8 Taxes, Licenses, and Certificate Requirements

This Contract and any of the Services or supplies Provided hereunder are contingent and expressly conditioned upon the ability of the Contractor to Provide the specified service or supplies consistent with federal, state and local law and regulations. If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor Shall notify the County immediately of such condition in writing.

The Contractor Shall maintain and be liable for all taxes, fees, licenses and costs as may be required by federal, state and local laws and regulations for the conduct of business by the Contractor and any

sub-contractors and Shall secure and maintain such licenses and permits as may be required to Provide the Services or supplies under this Contract.

3.9 Price Warranty

The Contractor warrants that the prices charged the County do not exceed the prices charged by the Contractor to any other customer purchasing the same product or service in like or similar quantities, and under similar terms and conditions.

3.10 Defective Work, Materials or Services

Prior to Final Acceptance hereunder, when and as often as the County determines that the Work, materials or Services furnished under the Contract are not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to the Contractor. Within seven (7) calendar Days of receiving such written notification, the Contractor must supply the County with a written detailed plan which indicates the time and methods needed to bring the Work, materials or Services within acceptable limits of the Specifications. The County may reject or accept this plan at its discretion. In the event this plan is rejected, the Work, materials or Services Will be deemed not accepted and returned to the Contractor at the Contractor's expense. This procedure to remedy defects is not intended to limit or preclude any other remedies available to the County by law, including those available under the Uniform Commercial Code, Title 62A RCW.

3.11 No Waiver of Warranties and Contract Rights

Conducting of tests and inspections, review of Specifications or plans, payment for a product or service, or Acceptance of a product or service by the County Shall not constitute a waiver, modification or exclusion of any express or implied warranty or any right under this Contract or in law.

3.12 Assignment

No party Shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract Shall be binding upon and inure to the benefit of the successors of the parties. This provision Shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender. An assignment Shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee, and the written Agreement by assignee to assume and be responsible for the obligations and liabilities of the Contractor or County, known and unknown, under this Agreement and applicable law.

3.13 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the goods and /or services Provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such goods and/or Services: shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event that the County incurs any judgment,

award and/or cost including attorney's fees arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor. In the event of litigation between the parties to enforce the rights under this subsection, reasonable attorney fees shall be allowed to the substantially prevailing party.

3.14 Applicable Law and Forum

Except as hereinafter specifically Provided, this Contract Shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any suit arising here from Shall be brought in the King County Superior Court or U.S. District for the Western District of Washington, in Seattle, either forum Shall have sole and exclusive jurisdiction and venue.

3.15 Conflicts of Interest and Non-Competitive Practices

A. Conflict of Interest

The Contractor, by entering into this Contract with the County to perform or Provide Work, Services or materials, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it Shall not acquire any interest, which conflicts in any manner or degree with the Work, Services or materials required to be performed and/or Provided under this Contract and that it Shall not employ any Person or agent having any such interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it Shall immediately disclose such interest to the County and take action immediately to eliminate the conflict or to withdraw from this Contract, as the County may require.

B. Contingent Fees and Gratuities

The Contractor, by entering into this Contract with the County to perform or Provide Work, Services or material, has thereby covenanted:

1. No Person or selling agency except bona fide employees or designated agents or representatives of the Contractor has been or Will be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

3.16 Disputes, Claims and Appeals

The Contractor Shall address questions or claims regarding meaning and intent of the Contract or arising from this Contract in writing to the Buyer, within ten (10) calendar Days of the date in which the Contractor knows or should know of the question or claim. The Buyer Will ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim Shall be deemed denied upon the tenth Day following receipt by the Buyer.

In the event the Contractor disagrees with any determination or decision of the Buyer, the Contractor may, within five (5) calendar Days of the date of such determination or decision, appeal the determination or decision in writing to the Procurement Services Division Manager. Such written notice of appeal Shall include all documents and other information necessary to substantiate the appeal. The Procurement Services Division Manager Will review the appeal and transmit a decision or determination in writing. The decision Will be considered final. Appeal to the Procurement Services Division Manager Shall be a condition precedent to litigation hereunder.

All claims, counterclaims, disputes and other matters in question between the County and the Contractor that are not resolved between the Procurement Services Division Manager and the Contractor or through alternative dispute resolution Will be decided in the Superior Court of King County, Washington, which Shall have exclusive jurisdiction and venue over all matters in question between the County and the Contractor. Mediation or arbitration are not mandatory prerequisites to filing a lawsuit.

Pending final decision of a dispute hereunder, the Contractor Shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer. Failure to comply precisely with the time deadlines under this Subsection as to any claim Shall operate as a waiver and release of that claim and an acknowledgment of prejudice to the County.

3.17 Mediation and Arbitration

Nothing in this paragraph precludes any party from seeking relief from King County Superior Court or the U.S. District Court for the Western District of Washington, in Seattle. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be settled by arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties to this Contract may seek to resolve disputes pursuant to mediation or arbitration, but are not required to do so.

3.18 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

1. The Contractor Shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor Shall maintain and retain for a period of not less than six (6) years after the date of Final Acceptance of Contract Work and all other pending matters are closed; all financial information, data and records used to prepare and support the Contractor's final proposal for this Contract and invoicing for supplies or Services and any payments resulting from Change Orders or claims. In addition, the Contractor Shall maintain the financial information used in the preparation or support of any Change Orders or claims.
2. The Contractor Shall ensure that its Subcontractors and suppliers maintain and retain for no less than six (6) years all records pertaining to the performance by the Subcontractors and suppliers of their portions of the Work under this Contract.

B. Audit Access

1. The County and its authorized representatives and designees Shall have access to all records maintained and retained by the Contractor and its Subcontractors for the purpose of inspection, cost/Price Analysis, audit or other reasonable purposes related to this Contract. The County and its representatives and designees Shall have access to records and be able to copy such records during the Contractor's normal business hours. The Contractor Shall Provide proper facilities for such access, inspection and copying.
2. Audits may be conducted during or after the Contract period for purposes of evaluating claims by or payments to the Contractor and for any other reason deemed appropriate and necessary by the County. Auditors selected and paid for by the County Will conduct audits. Audits Shall be conducted in accordance with generally accepted auditing standards and/or audit procedure and guidelines of the County. The Contractor Shall fully cooperate with the County or its auditor(s) during audits and inspections, and Provide all requested Documentation.

3. If an audit is commenced more than sixty (60) Days after the date of Final Acceptance of Contract Work, the County Will give reasonable notice to the Contractor of the date on which the audit Will begin.
4. The Contractor Shall maintain records relating to the pricing of spare parts. The County Will have access to such records for audit purposes.
5. The Contractor may be required to sign a "Certificate of Current Cost or Pricing Data."

C. Proof of Compliance with Contract

The Contractor Shall, at any time when requested, submit to the County properly authenticated documents or other satisfactory proofs as to the Contractor's compliance with such requirements.

In addition, the Contractor Will permit the County, and if federally funded, the FTA and the Comptroller General of the United States, or a duly authorized representative, to inspect all Work, materials, payrolls and other data and records involving the Contract.

3.19 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if formally requested and approved by the Buyer. A formal cooperative purchasing agreement Will be executed in such cases. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies

3.20 Recycled Products Policy

The County promotes the purchase and utilization of recycled material and products where available. Recycled material means material and byproducts which have been recovered or diverted from solid waste disposal for the purpose of recycling. It does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the event of similar pricing, availability and other factors affecting the solicitation, preference may be given to products containing recycled material.

The Contractor Shall, when requested by the Contract administrator, Provide Documentation indicating the recycled materials used and their proportion of the total value of the end product. Where recycled materials were available but non-recycled materials were actually used, in whole or in part, the Contractor Shall furnish the content by price/volume of recycled and non-recycled material used, and Shall furnish an explanation of the reason that recycled materials were not used.

3.21 Conflicts of Interest - Current and Former Employees

The County seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former County employees in transactions with the County. Consistent with this policy, no current or former County employee may Contract with, influence, advocate, advise, or consult with a third party about a County transaction, or assist with the preparation of Proposals submitted to the County while employed by the County or within one (1) year after leaving the County's employment, if he/she was substantially involved in determining the Work to be done or process to be followed while a County employee.

All bidders, Proposers, vendors or contractors who anticipate contracting with the County must identify at the time of offer, such current or former County employees involved in preparation of bids/proposals or the anticipated performance of the Work or Services if awarded the Contract. Failure to identify former County employees involved in this transaction may result in the County's denying or terminating this Contract. In addition, after award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

3.22 Non-Discrimination and Equal Employment Opportunity

Part 1. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- A. Nondiscrimination in Employment and Provision of Services. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code Chapter 12.16 is incorporated herein by reference, and such requirements shall apply to this Contract.
- B. Nondiscrimination in Subcontracting Practices. During the solicitation, award and term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
- C. Compliance with Laws and Regulations. The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI, VII of the Civil Rights Act of 1964, and the Restoration Act of 1987. The Contractor shall further comply fully with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.
- D. Small Business and Minority and Women Business Enterprises Opportunities. King County encourages the Contractor to utilize small businesses, including Minority-owned and Women-owned Businesses Enterprises ("M/WBEs") in County contracts. The County encourages the Contractor to use the following voluntary practices to promote open competitive opportunities for small businesses, including M/WBEs:
1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform small businesses and other firms of contracting and subcontracting opportunities.
 2. Placing all qualified small businesses, attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to these firms capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
 3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses, including M/WBEs.
 4. Establishing delivery schedules, where the requirements of this contract permit, that encourages participation by small businesses, including M/WBEs.
 5. Providing small businesses, including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
 6. Using the services of available community organizations, contractor groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
 7. The Washington State Office of Minority and Women's Business Enterprises (OMWBE) can provide a list of certified M/WBEs. OMWBE may be reached at (360) 753-9693.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
 2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
 3. Utilizing the services of available community organizations, contractor groups, local assistance offices, local publications including newspapers which advertise contracting opportunities, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
- E. Equal Employment Opportunity. The Contractor will implement and carry out the obligations in its Affidavit and Certificate of Compliance regarding equal employment opportunity, and all other requirements as set forth in the Affidavit and Certificate of Compliance.
- F. Unfair Employment Practices. King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefore, which indicates any discrimination unless based upon a bona fide occupation qualification;
 4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
 5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
 6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030.C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or
 7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
 - b. The employer informs employees of the requirement and the consequences of violating the rule.

- G. Record-Keeping Requirements and Site Visits. The Contractor shall maintain, for at least 12 months after completion of all work under this Contract, the following:
1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
 2. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records or records relating to the use of Disadvantaged Business Enterprises (DBEs).
- The County may visit, at any time, the site of the work and the Contractor's office to review the foregoing records. The Contractor shall provide every assistance requested by the County during such visits. In all other respects, the Contractor shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.
- H. Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by contract and by applicable law.

Part 2. REQUIRED SUBMITTALS

- A. Required Submittals Prior to Contract Execution. For contracts valued at \$25,000 or more, contractors entering into a contract or agreement with King County shall, within ten days after receiving written notice of selection, submit the following:
1. A Personnel Inventory Report on the form provided by the County.
 2. An Affidavit and Certificate of Compliance demonstrating the Contractor's commitment to comply with the provisions of KCC Chapter 12.16.
 3. Except for Contractors only supplying goods, a 504/ADA Disability Assurance of Compliance on the form provided by the County.
 4. Assistance with the requirements of this Section and copies of Chapters 12.16 and 12.18 is available by contacting the King County Business Development and Contract Compliance Section at the address below. Please include the contract number in all correspondence.

Business Development and Contract Compliance Section
Business Relations and Economic Development
King County Courthouse
Mail Stop: KCC-EX-0402
516 3rd Avenue, Rm. 550
Seattle, WA. 98104-3271
Phone: (206) 205-0700
Fax: (206) 205-0719

The County will not execute any agreement or contract without prior receipt of fully executed forms listed in paragraph A above.

- B. Required Submittals During Work when the Contract is for Public Works.

The Contractor shall collect, submit and update the submittals listed below for itself, its subcontractors and any sub tier subcontractors and suppliers, to the King County's Business Development and Contract Compliance Division. Such subcontractor information shall be

submitted prior to the County processing and paying any progress payment that includes such subcontractor work.

1. An Affidavit and Certificate of Compliance demonstrating subcontractors' commitment to comply with the provisions of KCC Chapter 12.16; a Personnel Inventory Report; and Statement of Compliance.
2. Affidavits of Amounts Paid. Upon completion of all work and as a condition precedent to final payment, the Contractor shall submit a final Affidavit of Amounts Paid, to the Business Development and Contract Compliance Division. Identify amounts actually paid, and any amounts owed, to each subcontracting firm and/or supplier for performance under the Contract. Failure to submit such affidavits may result in withholding of payments or the final payment. King County will provide affidavit forms.

Part 3. COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973 AS AMENDED AND THE AMERICAN WITH DISABILITIES ACT OF 1990

Except for Contractors only supplying goods, the Contractor shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Contractor (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Contractor shall complete a 504/ADA Disability Assurance of Compliance and shall, within ten days after the bidder receives written notice of selection, submit it to the County. Such Assurance of Compliance will be incorporated herein by this reference.

3.23 Non-Discrimination in Benefits to employees with Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at: www.metrokc.gov/finance/procurement/forms.asp.

3.24 Health Insurance Portability and Accountability Act (HIPAA)

The Health Insurance Portability and Accountability Act (HIPAA) of 1996, requires health information about an individual to remain secure and private. The Contractor shall comply with all HIPAA regulations in full. Information on this Act can be found at the Office of Civil Rights website: <http://www.hhs.gov/ocr/hipaa/>.

4 SECTION - SPECIFIC CONTRACTUAL TERMS AND CONDITIONS

4.1 **Contract Documents and Precedence**

The documents constituting the Contract between the County and the Contractor are intended to be complementary so that what is required by any one of them Shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, they Shall take precedence as listed on the "Contract", page i.

4.2 **Contract Term**

The term of this Contract Shall be one (1) year, commencing on the date of the Contract Agreement. Upon written notice by King County, this Contract may be extended for four (4) additional one year periods. During extension periods, all terms and conditions of this Contract Shall remain in effect except those amended for the extension period. The maximum term for this Contract, consisting of the base period plus extensions, is five (5) years.

4.3 **Notices**

All notices or reports which are required or may be given pursuant to this Contract Shall be in writing and Shall be deemed duly given when delivered to the respective Executive offices of Contractor and County at the address first set forth below.

King County

Contractor

Nancy Poultney

(To be determined)

For contractual questions contact:
King County Procurement and Contract Services Section
M.S. EXC-FI-0871
Exchange Building, 8th Floor
821 Second Ave.
Seattle, WA. 98104-1598
Attn: Al Pelton
(206) 263- 3108
al.pelton@metrokc.gov

4.4 **Contract Agreement**

Contract award Will occur when King County signs the Contract and issues the Contract Agreement. No other act of the County Shall constitute Contract award. The Contract Agreement is a computer-generated document with the awarded Contract number referencing the Contract and describing the awarded goods and/or Services. The Contract Agreement Will establish the Contract value and incorporate the terms of this document, but Will not be the authorization for the Contractor to proceed. After Contract award, the Project Manager Will issue Purchase Orders detailing the goods and/or Services to be delivered.

4.5 **Purchase Orders**

Purchase Orders Will be issued referencing this Contract Agreement number. The Purchase Orders Will define and authorize the delivery of goods and Services by the Contractor with a "not to exceed price" (based on the prices contained in Attachment B and estimated other direct costs, if applicable.) The purchase orders issued by Procurement Services Division may also modify the Contract terms, funding or other matters subject to Subsection 3-2, Change Orders.

4.6 Shipping Charges

All prices Shall include freight FOB to the designated delivery point. Requests for additional compensation for freight charges Will be rejected by the County.

4.7 Cost Mark-Up

Contractors Shall not mark up Subcontractor costs and Other Direct Costs (ODCs). The cost for Subcontractor management Shall be segregated into a single cost item and included as a separate task in the cost proposal in Attachment B.

4.8 Direct Costs Related to Additional Work

Direct costs for additional Work Shall be billed at cost without markup, as noted below or as revised by legislative action of the Council:

Reimbursement of Contractor travel, lodging and meal expenses are limited to the eligible costs based on the rates and criteria established in King County Code, chapter 3.24.

- A. The mileage rate allowed by King County Shall not exceed the current Internal Revenue Services (IRS) rates per mile as allowed for business related travel. The IRS mileage rate Will be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during Work hours. Parking Shall be the actual cost. When rental vehicles are authorized, government rates Shall be requested. If a Person does not request government rates, he/she may be Personally responsible for the difference. Please reference the IRS web site for current rates. <http://www.irs.gov/>.
- B. Reimbursement for meals Shall be limited to the per diem rates established by Federal travel requisitions for the host city in the code of Federal Regulations, 41 CFR § 301,App.A.
- C. Accommodation rates Shall not exceed the Federal Lodging limit plus host city taxes. The Contractor must always request government rates.
- D. The direct costs contained in A, B and C above Will only be authorized by the King County Project Manager for Contractor staff living beyond commuting distance, normally considered to be for the travel beyond 100 miles of 821 Second Avenue, Seattle, WA.
- E. Air travel Shall be by coach class at the lowest price available at the time the King County Project Manager requests a particular trip. In general, a trip is associated with a particular Work activity of limited duration and only one round-trip ticket, per Person, Will be billed per trip.
- F. Cost for equipment, materials and supplies, such as approved equipment rental; telephone, telegraph and cable expenses; reproduction costs including blueprinting, photographing, telecopying, mimeographing, photocopying and printing; express charges; commercial printing, binding, art Work and models; and, computer programming and data entry costs Shall be billed without markup.
- G. Authorized subcontract Services; Provided that the limitations set forth in the above paragraphs Shall be applicable to such subcontract Services.
- H. Other direct costs, not listed above, may be billed if the County has given prior approval.
- I. Receipts required for purchases \$10 and over, not including meals.

4.9 Guarantee/Warranty

The Contractor guarantees the goods and Services furnished under this Contract Will be free from defects in material and workmanship, and Will conform with all requirements of this Contract, for a period of one (1) year from date of **delivery** of Services to the County. The Contractor is responsible for all costs of replacement, including shipping charges, for goods or Services found defective within that period, regardless of who actually corrects the defect.

The County Shall give written notice of any defect to the Contractor. If the Contractor has not corrected defect with thirty (30) calendar Days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case, the County Will charge-back the cost for such warranty repair to the Contractor.

The Contractor Shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, distributors and Subcontractors. The Contractor is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to the County by the Contractor and those extended to the Contractor by its suppliers, vendors, distributors and Subcontractors. Such inconsistency or difference Will not excuse the Contractor's full compliance with its obligations under this Contract.

The termination of this Contract Shall in no way relieve the Contractor from its warranty/guarantee responsibility.

Any goods or Services corrected Shall be subject to this Subsection to the same extent as the goods or Services initially Provided.

This guarantee Shall be in addition to any other express warranties or any implied warranties or remedies Provided by this Contract or by law, and in addition to any other rights or remedies available to the County under this Contract or by law. No provision in this Subsection Shall be construed to limit the liability of the Contractor for Work not done in accordance with the Contract. The liability for such failure to perform Shall extend as far as the appropriate periods of limitation Provided by law.

4.10 Nondisclosure of Data

Data Provided by King County either before or after Contract award Shall only be used for its intended purpose. Proposers, vendors, contractors and Subcontractors Shall not utilize nor distribute the King County data in any form without the express written approval of King County.

4.11 Public Disclosure Requests

Contracts Shall be considered public documents and, with exceptions Provided under public disclosure laws, Will be available for inspection and copying by the public. All Software products Provided by the Contractor under this Contract are copyrighted and are proprietary to the Contractor.

If a Contractor considers any portion of the items including Software, data and Related Materials, delivered to King County to be protected under the law, the Contractor Shall clearly identify each such item with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such item, the County Will determine whether the material should be made available under the law. If the material or parts thereof are determined by King County to be exempt from public disclosure, King County Will not release the exempted documents. If the material is not exempt from public disclosure law, the County Will notify the Contractor of the request and allow the Contractor ten (10) Days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County Will release the item deemed subject to disclosure. By signing a Contract, the Contractor assents to the procedure outlined

in this paragraph and Shall have no claim against the County on account of actions taken under such procedure.

4.12 Changed Requirements

New Federal, State and County laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements Will be implemented through Subsection 3-2, Change Orders.

4.13 Counterparts

This Contract may be signed in two counterparts, each of which Shall be deemed an original and which Shall together constitute one Contract.

4.14 Severability

Whenever possible, each provision of this Agreement Will be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof Will be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision Will be severed from the rest of this Agreement and ignored. The invalidity, illegality or unenforceability of any provision Will not affect the validity, legality or enforceability of any other provision of this Agreement, which Will remain valid and binding.

5 SECTION - INSURANCE REQUIREMENTS

5.1 Evidence and Cancellation of Insurance

- A. Prior to execution of the Contract, the Contractor Shall file with the County evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and Shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that King County received notice at least 45 Days prior to the effective date of any cancellation, lapse or material change in the policy.
- B. The Contractor Shall, upon demand of King County, deliver to King County all such policy of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon.

Failure to Provide such insurance in a time-frame acceptable to the King County Shall enable King County to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Termination for Convenience/Default/Non-appropriation." Suspension or termination of this Contract Shall not relieve the Contractor from its insurance obligations hereunder.

5.2 Insurance Requirements

- A. The Contractor Shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, the County Shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor Shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements Shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage Will apply to each insured to the full extent Provided by the terms and conditions of the policy(s). Nothing contained with this provision Shall affect and/or alter the application of any other provision contained with this Contract.

For all coverages:

Each insurance policy Shall be written on an "occurrence" form; excepting that insurance for professional liability, Errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "Claims made" basis, the contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Contract.

- B. Minimum Scope of Insurance
Coverage Shall be at least as broad as:

- 1. General Liability

Insurance Services Office form number (CG 00 01 Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY.

- 2. Automobile Liability

Insurance Service form number (CA 00 01 Ed. 12-90) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8 and 9.

3. Professional Liability

Professional Liability, Errors and Omissions coverage.

In the event that Services pursuant to this Contract either directly or indirectly involve or require professional Services, Professional Liability, Errors and Omissions coverage Shall be Provided. "Professional Services", for the purpose of this Contract section Shall mean any Services Provided by a licensed professional.

4. Workers' Compensation

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable federal or "Other States" State Law.

5. Employers Liability or "Stop Gap":

The protection Provided by the Workers Compensation Policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection Provided by the "Stop Gap" endorsement to the General Liability policy.

C. Minimum Limits of Insurance

The Contractor Shall maintain limits no less than, for:

1. General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, Personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Professional Liability, Errors and Omissions: \$1,000,000.
4. Workers' Compensation: Statutory requirements of the state of residency.
5. Employers Liability Stop Gap: \$1,000,000.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies Shall not limit or apply to the Contractor's liability to the County and Shall be the sole responsibility of the Contractor.

E. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain the following provisions:

1. General Liability Policy:

- a. The County, its officers, officials, employees and agents are to be covered as additional insured's as respects liability arising out of activities performed by or on behalf of the Contractor with this Contract.
- b. To the extent of the Contractor's negligence, the Contractor's insurance coverage Shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents Shall not contribute with the insurance or benefit the contractor in any way.
- c. The Contractor's insurance Shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

F. Acceptability of Insurers

Unless otherwise approved by the County:

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time one of the foregoing policies Shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy Shall be or become unsatisfactory to the County, the Contractor Shall, upon notice to that effect from the County, promptly obtain a new policy, and Shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

G. Subcontractors

The Contractor Shall include all Subcontractors as insured's under its policies, or Shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages Provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract Shall be subject to all of the requirements stated herein.

H. Work Site Safety

The Contractor Shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor Shall comply with all applicable Federal, State and Local safety regulations governing the job site, employees and Subcontractors. The Contractor Shall be responsible for the Subcontractor's compliance with these provisions.

6 SECTION - SCOPE OF WORK

6.1 Introduction

King County is soliciting proposals to provide functional evaluations to determine eligibility for ADA Paratransit service, in accordance with the Scope of Work (SOW) terms and conditions contained herein. King County intends to award only one (1) contract to the selected vendor under this RFP solicitation.

6.2 General Information

King County provides public transportation services to a population of approximately 1.8 million in a potential service area of about 2,128 square miles. King County, acting through its Department of Transportation (DOT), Transit Division, Accessible Services section, (hereinafter called, "King County Metro") operates a paratransit system in response to the requirements of Title II of the Americans with Disabilities Act (ADA) of 1990 and King County Ordinance No. 13441, which mandates that King County Metro provides curb-to-curb van service called "Access Transportation" for persons who qualify under the ADA.

The ADA Paratransit Program is for persons six (6) years of age and older who have a disability which prevents them from independently using accessible bus service some or all of the time. Persons certified under this program, which complies with the Americans with Disabilities Act of 1990, may use Access Transportation, King County Metro's ADA paratransit van service.

King County Metro operates 221 fixed routes with approximately 1,162 lift-equipped buses. Within an 840 square mile service area that KCM operates, there are 9,481 bus zones, of which 8,279 are accessible. Paratransit van service matches the fixed route service area, days and hours. That is, twenty-four hours a day, seven days a week in the core regular service areas (primarily urban Seattle and Bellevue). In 2004, total Metro ridership was 93,622,360 and paratransit vehicles provided about 1,100,000 one-way trips.

ADA is a civil rights law and as such requires that "due process" be observed. The remedies, procedures and rights that exist under Section 504, (set forth in Section 505) of the Rehabilitation Act of 1973 apply to the requirements of Title II of the ADA. The US Department of Transportation (USDOT) Office of Civil Rights and the US Department of Justice share enforcement responsibilities under this Title. The law prohibits public entities from denying individuals with disabilities the opportunity to use public transportation services if they are capable of using the system. Additionally, comparable paratransit service must be offered to individuals whose disabilities prevent them from using lift-equipped regular bus service some or all of the time.

In order to use ADA Paratransit Service, persons with disabilities must apply and participate in a process to determine their eligibility criteria for this service. King County Metro's application and eligibility determination process includes eligibility determinations being made solely by King County Metro. Applicants who appear able to take any simple fixed route bus trip are referred to a third party Contractor for in-person physical or cognitive evaluations. The purpose of this RFP is to select the Contractor.

King County Metro began certifying persons for its ADA Paratransit Program in March 1993. At present, approximately 27,000 people are eligible for paratransit service. Approximately 16,250 **persons** are registered for taxi scrip; 7,800 are registered for both programs. Paratransit van trips have more than quadrupled since 1995.

In 1997, the County Executive appointed a Special Transportation Service Task Force to study and recommend ways to control this rate of growth process to ensure that paratransit service is provided to those who need it. As a result, King County Metro revised its ADA Paratransit Program application

and eligibility determination process. King County Metro's Accessible Services is charged with developing and implementing alternative programs to reduce paratransit demand and provide other alternatives by which seniors and people with disabilities might travel within King County. The Task Force recommendations are included in **King County Ordinance No. 13441, adopted** March 29, 1999, and incorporated herein for your use as Appendix A.

6.3 Description of Services to be Performed

Eligibility Determinations:

The Contractor shall recommend eligibility determinations of ADA paratransit eligibility for King County Metro as applicable for the following:

Persons referred to the contractor by King County Metro who may not be regularly eligible for ADA Paratransit Service.

The Contractor shall determine paratransit eligibility of the following:

Persons whose appeal of a determination of conditional eligibility or ineligibility results in an administrative appeal.

1. King County Metro anticipates that thirty (30) to forty (40) percent of all applicants may be referred to the Contractor for in-person physical and/or cognitive functional evaluations. Further, five (5) to ten (10) percent of persons determined conditionally eligible or not eligible may request an administrative appeal.
2. Approximately 700 ADA paratransit applications are processed each month by King County Metro. During 2004, 19 persons filed first stage appeals and 61 filed second stage (administrative) appeals. These numbers are expected to increase during 2005

Proposers shall refer to USDOT regulations 46 CFR Part 37, as amended, for the criteria by which persons with disabilities are eligible for ADA paratransit service. These regulations are available at <http://www.fta.dot.gov/library/legal/adar.htm>

6.4 Responsibilities of the Contractor

The Contractor shall be responsible for:

1. Scheduling appointments and making transportation arrangements as required.
2. Conducting specific in-person physical, cognitive or combined functional evaluations and recommending eligibility for ADA Paratransit Service. Either may include a visual component.
3. Issuing documentation of functional evaluations.
4. Performing administrative appeals and issuing documentation of decisions.
5. Ensuring that staff, physical facilities and equipment involved in providing the services meet all requirements of this contract.

The services described herein shall require, at a minimum, that the Contractor provide the following:

1. An evaluation site sufficient to perform all tasks described below.
2. Clerical staff to meet and escort applicants, schedule appointments and transportation, perform data entry as well as such other duties as may be necessary for efficient operation of the site.
3. Professional staff to perform functional evaluations, who shall include but are not limited to:
4. Certified physical, occupational or recreational therapists with at least two years' experience with a rehabilitation focus;

5. Certified orientation and mobility specialists with at least one year clinical experience with a rehabilitation focus;
6. Consultant services sufficient to support administrative appeals procedures and subsequent eligibility determinations. Such services shall include but are not limited to physiatrists, neurologists, internists, and psychologists.
7. Foreign and sign language interpreter services, plus such accessible equipment and formats as may be requested.
8. Contractor staff who performs work under this contract shall be aware that all applicants referred for evaluations will have some degree of physical or cognitive functional disability. Contractor's staff must have experience in working with similar clients and shall be sensitive to and be able to respond positively to specific situations this may present.
9. King County Metro reserves the right to review and approve the qualifications and experience of all personnel doing work under this contract (prime and sub-contract), including proposed new staff. The Contractor shall supply King County Metro with any and all information requested and required by King County Metro to perform such a review.
10. King County Metro reserves the right to direct that Contractor remove any person(s) from carrying out the duties under this contract whom it determines is not adequately qualified, properly trained or providing safe, courteous and responsible service. The Contractor shall immediately comply with King County Metro's request to remove any such person(s). If the Contractor fails to comply with King County Metro's request, then the provisions of Section 3-4 will apply.

6.5 Certification

Applicants will be certified as follows:

1. fully eligible, regular, unlikely to improve
2. fully eligible, regular, likely to improve
3. fully eligible, temporary,
4. conditionally eligible, regular,
5. conditionally eligible, temporary, or
6. Ineligible.

King County Metro began applying conditional eligibility on a trip-by-trip basis during 2004. King County Metro reserves the right to revise specific conditions of eligibility at any time during the term of this contract. Eligibility shall be for periods ranging from three months to three years. Persons may re-apply at the end of their eligibility period, in order to request an increased level of service, or at any time they believe their condition has changed.

Conditions of eligibility which prevent use of accessible fixed route bus may include:

1. Inability to transfer between bus routes
2. Good/bad day – variable health condition
3. No accessible bus stop available
4. Significant uphill or downhill terrain
5. Uneven terrain
6. 1, 2, or 3 blocks
7. Snow or icy conditions

8. Extreme hot weather
9. Extreme cold weather
10. Complex traffic
11. Lack of curb cuts

6.6 Applicants for ADA Paratransit Service

There are three categories of applicants. Only the first two are likely to be referred for functional evaluations:

1. New applicants
2. Re-certifying applicants, active Access riders who may be regularly or conditionally eligible, and
3. Renewing applicants, active regularly eligible Access riders whose conditions will not improve.
4. King County Metro shall review and process all applications for eligibility. One hundred percent (100%) of applicants shall be contacted via phone. King County Metro shall determine those clearly eligible. Applicants who may be able to use accessible fixed route bus service for any trip shall be referred to the Contractor for an in-person functional evaluation of their physical or cognitive abilities to use lift-equipped bus service. Following receipt of the evaluation results, King County Metro shall make eligibility determinations for these applicants as well.

6.7 Evaluation Sites

King County Metro shall require only one functional evaluation and appeal site.

6.8 Facilities and Equipment

All facilities, including parking, approaches, buildings and equipment, used in performing work under the contract shall be fully accessible as required by Washington State law and the Americans with Disabilities Act of 1990 (ADA).

A TTY shall be provided by and used by the Contractor in performing services under this contract. The Contractor's staff shall be fully trained in the use of this TTY equipment. No applicant shall be denied services based upon their inability to access the Contractor's facilities or use its equipment for services.

The physical and cognitive functional tests will require that the Contractor's physical facilities and equipment is adequate for:

1. Slide or video presentations to show applicants how to assess bus route identification and other services; King County Metro shall provide the Contractor with the appropriate slides or videos for presentations;
2. Applicants to make a phone call(s) to test their ability to obtain bus schedule information, using either a standard phone or TTY as required;
3. Route finding in which applicants will be asked to find their way to a location in the community, or another department or building, and back again;
4. Safety determination in which applicants will be asked to cross a non-arterial street of at least two lanes; the street shall include a curb 6" to 8" high and have a corner wheelchair ramp;
5. Mobility endurance testing in which applicants will be asked to travel a distance of 660 feet. This course shall be outdoors to simulate actual conditions encountered traveling to and from a bus stop. It shall include a grade level change of approximately 8%. An alternative course will also be required for evaluation of applicants who have already participated in a functional evaluation.

6. Accessibility testing in which applicants will be asked to get on and off a representation of the front portion of a Metro bus.

6.9 Bus Representation

The bus representation shall include but not be limited to, a simulation of a Metro bus entry, farebox, front interior seating, a wheelchair securement area, grab bars, signage, and all other fittings necessary to reasonably represent the actual conditions encountered by riders of a bus which meets or exceeds all ADA requirements. The bus representation shall be provided by Metro and will require space sufficient for two modules as follows:

1. Simulation of a wheelchair lift raised to bus floor level. The lift requires 220 electrical service and weighs approximately 1,500 pounds.
2. A module representing the bus steps, entry and grab bars together with the farebox, driver seat, front seat area and wheelchair securement area of a Metro bus.
3. Access shall include an area sufficient to allow all applicants to approach in the same manner they would at a fully accessible regular bus stop. The exact location, layout and approaches shall be subject to approval by King County Metro, prior to being put into operations by the contractor.
4. King County Metro has designed and constructed (see attached drawings) the representation such that it can be moved from site to site (skid mounted) as needed by the work performed under this contract. Access shall be adequate for installation, servicing and relocation of the unit. The representation shall be and remain the property of King County Metro. King County Metro reserves the sole right to remove or relocate the representation from the Contractor's facility at any time it deems necessary, during the contract term. The representation shall be promptly returned to King County Metro upon the expiration or earlier termination of this contract.

See **Appendix 2, Page 60** for a design drawing, which includes required dimensions for access for installation, use, maintenance, repair and relocation.

6.10 Staff Training and Evaluation Reliability

Applicants for the ADA Paratransit Program are entitled to equal and non-discriminatory treatment. To maximize uniformity and reliability of procedures and results for all applicants, a high degree of inter-rater reliability shall be maintained. All Contractors' staff doing work under this contract shall receive initial and periodic training in 49 CFR Part 37 pertaining to eligibility for ADA paratransit service. A minimum 0.90 inter-rater reliability shall be maintained.

Training for all Contractor staff shall be properly documented and retained in accordance with Section 3-18 of this Contract.

All Contractor staff performing functional evaluations under this Contract shall participate in periodic meetings with King County Metro's Project Manager to resolve any questions that may arise.

6.11 Physical and Cognitive Functional Evaluations

King County Metro has developed an application form for ADA paratransit eligibility that asks applicants for information regarding specific physical or cognitive functional disabilities that might affect their ability to use a lift-equipped bus. The application includes a professional verification form, attesting to the accuracy of the information provided by the applicant.

King County Metro has identified specific in-person evaluation methods, protocols and forms to be used in evaluating the physical, cognitive and visual functional tasks and abilities necessary to use lift-equipped bus service. These evaluation methods will be used in independent Contractor

evaluations of persons King County Metro determines may not be fully eligible, or who appeal a determination of conditional eligibility or denial of eligibility.

Applicants referred to the Contractor may require physical, cognitive, or combined functional evaluations; they may also require an added visual component. King County Metro shall specify which functional evaluation test will be done at the time of referral.

The estimated times to administer complete evaluations are:

1. Physical Functional Evaluation: 30 minutes
2. Cognitive Functional Evaluation: 30 minutes
3. Combined Evaluations: 50 minutes
4. Visual Component 10 minutes

6.12 Evaluation Scheduling

The Contractor shall complete evaluations within the 21-day time period in accordance with the USDOT final regulations. The regulation specifies that the entire certification process shall be concluded within twenty-one (21) calendar days of receipt of a properly completed application. If the certification process is not completed within this time limit, the regulations state that the applicant shall be presumed eligible to receive service until the process has been completed. King County Metro does not intend that any applicant shall be found presumptively eligible. The Contractor shall adhere to the 21-day time limit for completing the certification process. Evaluations shall be scheduled, completed and eligibility documentation issued by the contractor within the time frames specified below.

Open appointment times shall be available such that all applicants referred to the Contractor can be scheduled and evaluated within five (5) business days of the referral. Appointment times must be available at a minimum from 9:00 A.M. to 4:30 P.M. Mondays through Fridays, plus one (1) weekday evening between 6:30 and 9:00 P.M., plus two Saturdays of each month. These days and hours shall be reviewed periodically by both parties and may be altered to meet changing needs of applicants.

The Contractor shall be responsible for scheduling appointments for physical and/or cognitive functional evaluations, as well as paratransit service for the applicant to and from the contractor's facility, if needed. Paratransit services shall be scheduled with King County Metro's existing transportation providers. King County Metro shall pay the transportation costs for evaluation trips, at no cost to the applicant. Should an applicant not have a telephone, the Contractor shall communicate necessary information by certified mail, messenger, or other means.

If an evaluation is not completed within the specified time, the Contractor must document the following by the end of the sixth (6th) business day following referral:

1. Applicant name
2. Reason(s) why the evaluation was not completed;
3. Dates and times of attempts were made to contact applicant
4. List of appointment times offered and reasons for refused, or why appointment was not kept, or canceled.

If the Contractor's delay or failure to act in a timely fashion results in an applicant being found presumptively eligible for ADA paratransit services, any costs incurred by King County Metro for transportation services under this eligibility category will be at the Contractor's own expense. Any such cost may be withheld from payment owing to the Contractor by King County Metro.

6.13 Evaluations

King County Metro shall determine which applicants will be referred to the Contractor for evaluation and whether they will be evaluated for either physical or cognitive functional abilities or both, and whether an added visual component is needed.

Applicants shall be provided such disability-related auxiliary aids and services as they may require. These aids and services may include but are not limited to:

1. Sign language interpretation;
2. Braille services;
3. Large print type;
4. Communication board;
5. Voice amplification;
6. TTY (telecommunications display device) and
7. Others as required.

If needed, applicants shall be provided foreign language interpreters to complete the in-person evaluation process.

All applicants shall complete the informed consent and health history forms at the time of their appointment. (See **Appendix 1, Page. 52.**) If the applicant is unable to complete the forms, the Contractor shall assist the applicant in completing the forms or complete them in their entirety for the applicant. Applicants shall not alter consent forms.

The Contractor shall conduct the physical, cognitive or combined functional evaluations as required by King County Metro, using only the protocols and methods specified herein. No changes in protocols and/or methods shall be allowed without prior written authorization from King County Metro.

The Contractor shall complete the required report forms and data entry immediately following each evaluation. The report documents shall include the eligibility application, informed consent, and functional evaluation and recommendation forms.

6.14 The Administrative Appeals Process and Procedures

The ADA is a civil rights law that requires a fair and effective review and administrative appeals process for ADA paratransit eligibility determinations. Appeals may be filed up to sixty (60) calendar days after the eligibility determination has been made. King County Metro has an obligation to ensure that due process is observed. The ADA regulations require that the entire appeals process, including notification of appeal results, be completed within thirty (30) calendar days after the appeal is filed with King County Metro. Except for factors outside the control of King County Metro and Contractor, if the process is not completed within 30 calendar days, the appellant shall be presumed eligible until the final determination has been made.

King County Metro does not intend that any appellant will be found presumptively eligible. Open appointment times shall be available such that appointments can be offered, all appeals processed and eligibility determinations provided to applicants within twenty (20) calendar days of the receipt of the appeal by the Contractor.

The Contractor shall be responsible for scheduling appointments related to the administrative appeals process as well as paratransit service for the appellant to and from the appeals site if needed. The Contractor will schedule paratransit services with King County Metro's existing transportation

providers and King County Metro will pay for the cost of such transportation service. If the Contractor fails to complete the administrative appeals process within the specified time, the contractor shall provide King County Metro's Program Manager with the following information by the end of the 21st calendar day following referral:

1. Applicant name and address;
2. Reason(s) why required timeline was not met;
3. Dates and times of contact attempts made with the applicant;
4. List of appointment times offered and refused, or not kept, or canceled.

Applicants who complete the eligibility determination process and are denied eligibility or who have conditions placed upon their eligibility may appeal that decision. The appeal must be filed with the County in writing within sixty (60) calendar days of the original determination. King County Metro shall forward the appeal notice and all relevant documents to the Contractor within one (1) working day after receiving the written appeal from the applicant.

Some applicants filing an appeal may have already been through either the physical or cognitive evaluation. For such appellants, the first step in the appeals process will be to participate in a combined physical and cognitive evaluation.

Appellants who have already experienced a combined evaluation will proceed to the second step, which is the appeal meeting administered by an Appeal Officer. In addition to the Appeal Officer, attendees shall include the Contractor staff who performed the most recent functional evaluation and a representative of King County Metro.

ADA regulations require that "appeals not be merely a reconsideration by the same person or office that made the original decision." The Contractor shall ensure that the Appeal Officer shall have no direct organizational relation to, nor be influenced by, staff who made the original decision. Appeal Officers shall have experience and expertise regarding the specific physical and/or cognitive functional disabilities that the appellant states affects his/her ability to use the bus. They shall also have a clear understanding of the requirements for and experience with formal administrative appeals processes.

Appellants shall be provided such disability-related auxiliary aids and services as they may require, such as a sign language interpreter, voice amplification or Braille interpreter. Appellants have the right to be accompanied by an individual of their choice. Appellants may present in person or in writing information and arguments stating why they should be eligible. Foreign language interpreters shall be provided for appellants who request such services.

The Contractor must have the capability and be readily available to respond to questions orally and in writing. The Contractor may be called upon to testify before judicial and/or administrative bodies regarding services performed or regarding areas in which an expert opinion may be required in case of litigation or arbitration. Any such testimony shall be considered other services within the Scope herein, for which the Contractor shall be reimbursed at a mutually agreed upon price, or at the pre-established rates shown in Attachment B herein. The Contractor shall be required to provide training and consultation services on an as-needed basis at the request of an authorized King County Metro representative. Reasonable travel and miscellaneous expenses shall also be reimbursed to the contractor as applicable.

6.15 Contract Management and Supervision

King County Metro shall designate a Program Manager, who shall be responsible for management of all activities of the ADA Paratransit Program application and eligibility process. The Program Manager shall also be responsible for all King County Metro staff participating in the Program.

The Contractor shall designate a Program Manager, who shall oversee the provision of service to King County Metro and ensure that such service meets any and all requirements as set forth in the contract. The Contractor's Program Manager shall provide supervision of all personnel providing this service, including the management of the service's records and accounts.

Both the County and the Contractor's Program Managers or their designees shall be available in person or by phone at all hours of service delivery to provide direction or coordination as necessary.

6.16 Observation and Inspection of Records, Evaluations and Facilities

King County Metro reserves the right to observe at any time the Contractor's evaluation and eligibility determination protocols, methods and scoring systems, and/or other records relating to the provision of services under the contract.

King County Metro reserves the right to inspect any and all financial records, personnel training, determination and/or other records, plus any and all facilities relating to the provision of services herein, in accordance with Section 3-18B of this contract.

6.17 Required Reports and Meetings

The Contractor shall notify King County Metro immediately of any accident or incident involving applicants or appellants in the normal course of providing the service. The Contractor shall also immediately notify King County Metro of any complaint(s) involving applicants or appellants, about, which said applicant or appellant, might intend to contact King County Metro directly.

By the fifteenth of the month following, the Contractor shall provide the King County Metro Project Manager a monthly invoice which must include:]

1. Complete customer names in alpha order, last name first
2. By customer name, date and type of each service rendered
3. By customer name, date of no-shows and cancellations

In order to ensure coordination of information, the Contractor shall schedule quarterly one-hour meetings involving all staff performing functional evaluations under this contract and the King County Metro Project Manager.

6.18 Confidentiality

Contractor staff will have ready access to confidential personal and medical information about applicants and appellants in the routine performance of their jobs. This information is considered privileged, and shall not be used or divulged by the Contractor for any purposes unrelated to the performance of services under this contract.

A written confidentiality acknowledgment from the applicant or the applicant's representative is included and noted on the application form. The Contractor shall observe the conditions of this confidentiality acknowledgment. Breach of confidentiality shall be grounds for termination of the contract.

Upon completion of each eligibility determination and/or administrative appeals process, the Contractor shall return all related applicants/appellants documents to King County Metro. Exceptions to this requirement may be in order only if some critical business consideration(s) exists that require the Contractor to retain copies of such documents. In such a case, the Contractor shall obtain written authorization from King County Metro

6.19 Emergency Policies and Procedures

All applicants referred to the Contractor for testing will have some degree of physical, cognitive and/or mental disability. The Contractor shall have written policies and procedures in place for handling any issue(s) that may arise, as a result of an applicant's physical, cognitive and/or mental disability. The Proposer shall submit a copy of its current written policies and/or procedures for handling such issue(s) with its proposal for review and approval by King County Metro. This document will be attached to and become part of this contract.

King County Metro will not be responsible for any costs associated with implementation of such policies and procedures above and beyond those included in the contracted service price.

6.20 Record Keeping and Data Management

The Contractor staff shall perform all data-entry, retain all records, documents and other material relevant to the performance of services under this Contract for a period of three (3) years after contract close-out or termination and in accordance with Section 3-18 of this contract.

7 SECTION - PROPOSAL QUESTIONS

7.1 General

This section contains the Proposal questions to be addressed by Proposers. Proposals Shall address the questions in the order presented identifying the proposal questions by number. Proposals need to be specific, detailed and straightforward using clear, concise, easily understood language.

Proposers answering the proposal questions Shall examine the entire Request for Proposal document including the instructions, terms and conditions, Specifications and applicable standards and regulations. Failure to do so Shall be at the Proposers risk.

7.2 Price Proposal

The proposer must provide price(s) for all items listed in Attachment B of this Proposal. Attachment B must be completed and signed by an officer of the company or his/her designee and returned with the proposer's proposal.

Prices shall remain firm for the initial contract period in accordance with Attachment B. Proposed price changes may be made after the initial contract period provided the Contractor supplies satisfactory documentation in advance to King County for review and approval prior to any price changes. Any request for price increase in conjunction with a contract extension shall be limited to the increase in the Consumer Price Index for Healthcare (CPI-U) for the Puget Sound area. King County will evaluate the request to determine if the proposed pricing is considered fair and reasonable. Any agreed-to change shall take effect at the time of the contract extension and shall remain in effect throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in the prices.

7.3 Method of Performance

Proposals will be evaluated based on the proposer's distinctive plan for performing the requirements of this proposal in compliance with ADA and King County requirements. Since the evaluators have already read the Scope of Work (SOW) described herein, it is not necessary for the proposer to duplicate or repeat the exact proposal language, or to present a paraphrased version as an original idea for a technical approach.

The proposer shall describe in detail its proposed plan for meeting all the requirements of the scope of service that shall include, but is not limited to:

- Physical, Cognitive and Visual Evaluations
- Administrative Appeals
- Facilities and Bus Representation
- Scheduling
- Confidentiality
- Staff Training and Evaluation Reliability
- Foreign Language Interpretation
- Auxiliary Aids and Services
- Complaints, Emergency Policies and Procedures
- Reports
- Service Implementation

7.4 Experience, Reliability and References

Experience, reliability and references of the proposer's organization are considered in the evaluation process. Therefore, the proposer is advised to submit any information that documents successful and reliable experience in past performances, especially those performances related to the requirements of this proposal.

The proposer should provide the following information related to previous and current contracts that are considered identical or similar to the requirements of this proposal, excluding any other "transit" contracts with King County. The proposer shall submit at least three (3) references with its proposal. List references on Exhibit #1 herein.

Name, address and telephone number of contracting agency and a contact person who may be contacted for verification of all data submitted.

Dates of contract(s) and contract dollar value.

A brief, written description of the specific service(s) performed and requirements thereof.

7.5 Expertise of Personnel

The qualifications of personnel proposed by the proposer to perform the requirements outlined in this proposal will be considered as part of the evaluation process. Therefore, the proposer shall submit detailed information related to the experience, qualifications and capabilities of the staff proposed to perform all aspects of the functional evaluations and other related professional services.

The proposer shall provide an organizational chart showing the staffing and lines of authority for key personnel directly involved in performance evaluations within their organization and relationship of these staff to other programs or functions within the organization.

The proposer shall provide a vita/resume including at least two (2) references detailing education, qualifications, previous work assignments and experience as may relate to this proposal for key personnel who will be assigned to provide the required services. Certificates and licenses may be included as appropriate.

If staff is not yet hired, the proposer should provide:

Detailed descriptions of the required employment qualifications, and

Detailed job descriptions of the position(s) to be filled, including the type of individual(s) proposed for hire, along with a copy of proposer screening/hiring process.

7.6 Proposal Questionnaire

This section contains questions to be addressed by proposer in support of the proposer's detailed plan for performing the SOW outlined in Section 3 , "Method of Performance". Proposers shall address each question in the order presented below, identifying the proposal question by number. Responses need to be specific, detailed and straightforward using clear, concise, easily understood language when responding to the questions.

A. Physical, Cognitive and Visual Evaluations

1. Describe the ADA paratransit service eligibility requirements. Give examples of persons who would be 1) eligible 2) conditionally eligible (including the specific conditions for eligibility), and 3) ineligible for paratransit service.
2. Describe your procedure(s) for physical evaluation; how long will this take?
3. Describe your procedure(s) for cognitive evaluation; how long will this take?
4. Describe your procedure(s) for visual evaluation; how long will this take?

5. Describe your procedure(s) for combined physical, cognitive and visual evaluation; how long will this take?
6. Describe any alternate methods to conduct evaluations of the skills necessary to use fixed route transit service.
7. How soon after receiving a referral from King County will in-person functional evaluations be completed?

B. Administrative Appeals

1. Describe your plan to meet the ADA time limits;
2. Describe how your staff plans to handle administrative appeals. What are your procedures for doing so?
3. Describe your experience and expertise in conducting administrative appeals. Do you use arbitration or a mediation process and what will be King County's role be in the appeals process?
4. How will you ensure the availability of appropriate resources to meet the needs of people with specific physical, cognitive or visual functional disabilities?

C. Facilities and Bus Representation

1. Where are your facilities located in King County? Go to **Exhibit No. 2** and fill in the required information.
2. Describe how your facility meets the accessibility requirements of the ADA.
3. Provide the number of square feet available for functional evaluations at your facility.
4. Describe how your facility will accommodate the requirements for the physical, cognitive, and combined functional evaluations.
5. Describe how your facility will accommodate the bus representation.
6. What are your specific plans for staffing the evaluation site to ensure timely scheduling, and appropriate customer service?

D. Scheduling

1. What are your normal operating hours for each day of the week? Provide King County with a schedule of holidays when service is not available.
2. How will you respond to King County's request for evenings and weekend services as part of this contract?
3. How will you ensure that timely and appropriate paratransit services for applicants and appellants are met?

E. Confidentiality

1. Provide a copy of your written confidentiality policy and procedures for each of your facilities.

2. Describe your process and provide a timeline for returning all confidential documents back to King County, Accessible Services upon completion of each eligibility determination and/or administrative appeal.

F. Staff Training and Evaluation Reliability

1. Do you currently have a functional evaluation training program in place for staff? If yes, describe the program and provide a copy of the training materials, manuals etc., with your proposal.
2. Describe your plan to ensure continued training for all staff doing work or providing service under this contract.
3. Describe how you will ensure a minimum inter-rater reliability of 0.90.
4. What will you do if staff are unable to achieve the minimum inter-rater reliability of 0.90?

G. Foreign Language Interpretation

1. What is your understanding of the need for auxiliary aids and services? What services might that include? Describe how you plan to provide auxiliary aids and services.
2. How will you provide telephone and in-person foreign language interpretation? Hearing and impaired services?

H. Emergency Policies and Procedures

1. How will you handle accidents or incidents involving applicants or appellants? How do you plan to inform or notify King County of these accidents/incidents?
2. Describe your complaint handling and resolution process for all applicant or appellant complaints.

I. Required Reports

1. Describe your process for submitting timely monthly reports to King County.
2. Describe your method of ensuring that there is adequate back-up to reconstruct or recover records and data used in service delivery and in the production of all required reports, without service interruption.

J. Service Implementation

1. Describe how you plan to implement the functional evaluation program, starting in August 2005.
2. Identify all the various tasks that must be completed prior to beginning service.
3. Identify all equipment, materials & supplies that must be purchased to accomplish the tasks mentioned above and prepare for service operation; Give/Show detailed cost for each task as applicable, and who is responsible for providing what.
4. Show your rationale for each task and/or purchase. What is the milestone or timeline for accomplishing each task?

K. Other General Questions

1. What is your planned turn-around time for completing appeals for persons who appeal a determination of conditional eligibility or ineligibility?
2. What is your planned turn-around time for completing appeals for persons who appeal a determination of conditional eligibility or ineligibility?
3. How soon can you schedule and perform in-person functional evaluations after receiving referral from King County?
4. What kind of software program does your firm currently use for record keeping?
5. How long has your firm been performing functional evaluations?
6. What action(s) are you planning to undertake to ensure that "due process" under ADA law is observed during the evaluation and appeal process?
7. What is the current number of employees in firm? How many employees are involved in the process of functional evaluations?
8. Is your company licensed to do business in the State of Washington? ☐ YES ☐ NO
If Yes, attach a copy of your business license.
9. Do you propose utilizing any DBE firms if your firm was awarded the contract?
YES ☐ NO ☐ . If YES, give the name, address and telephone number of DBE firm(s) you plan on using and the percentage (____%) of the contract value to DBE firm(s).
If NO, did you make a good faith effort to locate and involve qualified DBE's in this RFP in accordance with Section 3.23. Show and/or explain what efforts were made.

NOTE:

Proposers answering the proposal questionnaire shall examine the entire Request for Proposal document including the instructions, terms and conditions, SOW and applicable standards and regulations. Failure to do so shall be at the proposer's own risk.

EXHIBIT NO. 1: REFERENCES

PROPOSER: _____
Type or print company name)

The proposer shall provide at least three (3) references (excluding King County) for whom the proposer has recently performed services similar to the services required in this proposal document.

1. Company name: _____
Address: _____
Contact Person: _____
Phone number: _____
Date and description of services provided, include dollar value of contract:

2. Company name: _____
Address: _____
Contact Person: _____
Phone number: _____
Date and description of services provided, include dollar value of contract:

3. Company name: _____
Address: _____
Contact Person: _____
Phone number: _____
Date and description of services provided, include dollar value of contract:

EXHIBIT NO. 2: PROPOSER'S INFORMATION

REQUIRED INFORMATION

1. Contact Person(s)

Proposer shall list name, address, title and telephone number(s) where the Project Manager can be reached during normal working hours and in case of emergencies.

2. Proposer's Proposed/Evaluation Site

Proposer shall list name, address/physical location, telephone number and a contact person at each facility where such evaluations may be conducted. Use additional sheets if needed.



King County

ATTACHMENT A: CONTRACTOR REGISTRATION FORM
RFP NO: 05-061 AT

Proposer's Declarations and Statement of Understanding

The undersigned (hereinafter called the "Proposer") declares that he/she has read the RFP and has authority to submit the following Proposal. The Proposer understands that, in addition to this Contractor Registration Form, the RFP and Proposer's supporting documents constitute parts of the Proposal and are incorporated herein by reference. Proposer acknowledges that **Addenda numbers** _____ **through** _____ have been delivered and have been taken into account as part of this Proposal, and that all Addenda issued are hereby made part of our Proposal.

Proposer hereby designates _____ Telephone Number: _____
as the Person to contact for additional information about our Proposal.

Email Address: _____ Fax Number: _____

Internal Revenue Service (IRS) Reporting Requirements:

Check one:

- ☐ Corporation; ☐ Partnership; ☐ Sole Proprietor;
☐ Other (please specify) _____

Identify:

State of Incorporation: _____

Dun and Bradstreet Number:
(Required for all federally
funded procurements) _____

Provide one:

Federal Tax Number: _____

Social Security Number: _____

Identify:

UBI Number: _____

Business License Number: _____

What is the official name registered with the IRS for this
number? _____

ATTACHMENT B: PROPOSAL SUBMITTAL FORM

RFP No: 05-061 AT

Proposal Due Date: 30 June 2005

Time: 2pm

Buyer: Alan Terhune

Proposal Title: ADA Functional Evaluation/Appeals

Phone: (206) 684-1067

The undersigned as Proposer declares that we have examined all of the Contract documents herein contained and that we Will Contract with King County on the form of agreement provided herewith to do everything necessary for the fulfillment of the Contract at the price and on the terms and conditions herein contained.

We certify that this Proposal contains no conditions or modifications to the Proposal requirements. We acknowledge that **Addenda numbered** _____ **to** _____ have been delivered to us and have been examined as part of the Contract documents.

If our proposals accepted, we agree to furnish all applicable bonds, sworn statements and the required evidence of insurance and to perform the other acts which are conditions precedent to formation of the Contract within ten (10) calendar days after receiving written notice of award.

We further agree, if our proposal is accepted and a Contract for performance of the Work is entered into with King County, to so plan the Work and to prosecute it with such diligence that all of the Work Shall be completed within the times stipulated in the delivery schedule of the purchase order.

DECLARATION

By signing this Proposal, I hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. The undersigned Person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Bid is submitted.
2. By signing the signature page of this Proposal, the undersigned business organization is deemed to have signed and agreed to the provisions of this declaration, the terms set forth in this Request for Proposals and authorized the signature below.
3. In preparing this proposal, the Proposer has not been assisted by any current or former employee of the County whose duties relate now or have related in the past to this Proposal or prospective agreement, and who was assisting in other than his or her official public capacity. Neither does such a Person nor any member of his or her immediate family have any financial interest in the outcome of this Proposal. Any exceptions to these assurances are described in full detail on a separate page and attached to this Proposal Submittal Form.

Internal Revenue Service (IRS) Reporting Requirements

Check one: Corporation Partnership Sole Proprietor Other _____

Identify: State of Incorporation: _____

Provide one: Federal Tax Number _____

Social Security Number: _____

Identify: UBI Number _____

Business License Number: _____

What is the official name registered with the IRS for this number: _____

ITEM	EST ANNUAL QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	300	Administrative appeals		
2	3000	Appointment Processing Fee		
3	100	Functional Evaluations: Cognitive		
4	700	Functional Evaluations: Physical		
5	250	Functional Evaluations: Visual		
6	2200	Functional Evaluations: Combined		
7	135	Evaluations requiring a Foreign Language Interpreter to Assist		
8	25	Evaluations requiring a Sign Language Interpreter to Assist		
9	150	No Show or Missed Appointment Fee		
		TOTAL ESTIMATED COST FOR FIRST YEAR ('05-'06) OF THE CONTRACT		\$ _____

Proposers designated contact: _____
Printed Name

Phone number: (____) _____ FAX number: (____) _____

E-mail address: _____

<p>Check if firm submitting Proposal is a DBE certified by Washington State Office of Minority and Women's Business Enterprises.</p> <p>Prompt payment discount offered: Percentage: _____ Days: _____ Standard payment is net 30 days. Evaluation Will be at the discounted prices if the time for the discount is not less than 20 days.</p>	<p>Firm Name: _____</p> <p>Address: _____</p> <p>City, State, Zip: _____</p> <p>Phone Number: _____</p> <p>Fax Number: _____</p> <p>Authorized Signature: _____</p> <p>Printed Name: _____</p>
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APPENDIX 1: ADA EVALUATION FORMS



ADA Paratransit Eligibility Evaluations
Informed Consent and Health Information

I understand that during this evaluation I may be asked to perform:

Physical tasks such as walking or using a mobility aid to travel several city blocks, or a distance equal to the average street width within a specific time, going up and down curbs and curb cuts, and getting on and off a bus;

I may also be asked to perform:

Cognitive tasks such as recognizing bus route numbers, finding the way to a specific place, and getting telephone information about a bus route.

I will be able to take part in the evaluation, except for: _____

Doctor's Name _____ Phone _____

Current medications and reason for taking: _____

I understand that information from the evaluations will be kept confidential. It will be reviewed by those performing the evaluations, and used to help determine my eligibility for paratransit services. I have read this form and I understand the evaluation procedures, and agree to assume the risks and take responsibility for injury or property damage suffered by me during the evaluations, not caused by negligence on the part of King County Metro

Applicant Signature _____ Date _____

Printed Name _____

Signature of person completing form if other than applicant _____ Date _____

Printed Name _____

Relationship to Applicant _____

1770-2 (Rev. 6/02)





ADA Paratransit Eligibility Determination Summary Physical Functional Evaluation

Name _____ Evaluator _____
Date _____ Age _____ DOB _____ Phone _____
Address _____
Usual Transportation Mode _____ SSN # _____
Mobility Aids _____ Vision _____
Auxilliary Aids _____ Hearing _____
(1 = pass; 2 = fail; 3 = not tested)

1. Distance

Do not evaluate if resting BP is 200/100 or resting O₂ saturation rate is less than 88.

Discontinue if BP increases to 200/100, HR 75% of maximum for age, or if O₂ sat. rate drops suddenly.

75% maximum for age _____.

Note: 6% maximum slope on route.

Resting 570 Ft 1320 Ft

HR _____ ☐ 1 ☐ 2 ☐ 3
BP _____ ☐ 1 ☐ 2 ☐ 3
O₂ Sat. _____ ☐ 1 ☐ 2 ☐ 3
Time _____ ☐ 1 ☐ 2 ☐ 3

(Pass = Able to travel 1,980 feet within 20 minutes within vital guidelines)

Comments _____
☐ 1 ☐ 2 ☐ 3

2. Curbs and Curb cuts:

A. Able to maneuver independently

1) Up 6" curb _____ ☐ 1 ☐ 2 ☐ 3
2) Down 6" curb _____ ☐ 1 ☐ 2 ☐ 3

B. Able to maneuver independently

1) Up curb cut _____ ☐ 1 ☐ 2 ☐ 3
2) Down curb cut _____ ☐ 1 ☐ 2 ☐ 3

(Pass = 2/2 correct from A or B)

Comments _____
☐ 1 ☐ 2 ☐ 3

3. Timed Street Crossing

A. Initiates at intersection _____ ☐ 1 ☐ 2 ☐ 3
B. Looks both ways for traffic _____ ☐ 1 ☐ 2 ☐ 3
C. Crosses in crosswalk area _____ ☐ 1 ☐ 2 ☐ 3
D. Able to complete in less than 25 seconds _____ ☐ 1 ☐ 2 ☐ 3

Comments _____
☐ 1 ☐ 2 ☐ 3

4. Mobility Device

A. Measurement: _____ ☐ 1 ☐ 2 ☐ 3
(Pass = device does not exceed 30" width, 48" length)
B. Weight: _____ ☐ 1 ☐ 2 ☐ 3
(Pass = device and client combined do not exceed 600 lbs)

Comments _____
☐ 1 ☐ 2 ☐ 3

5. Mock-up

A. Time for lift/stairs portion: _____ ☐ 1 ☐ 2 ☐ 3
(Pass = able to complete in 1:00 or less)

B. Time for interior portion: _____ ☐ 1 ☐ 2 ☐ 3
(Pass = able to complete in:

Amb: :30 or less) ☐

Non-Amb: 1:30 or less) ☐

(Pass = able to complete both A&B within:

Amb: 1:30 or less) ☐

Non-Amb: 2:30 or less) ☐

Observations

Moves on/off lift independently _____ ☐ Y ☐ N
Moves up/down stairs independently _____ ☐ Y ☐ N
Maintains balance _____ ☐ Y ☐ N
Uses handrails _____ ☐ Y ☐ N
Seats self-independently _____ ☐ Y ☐ N
Maneuvers to the tie-down independently _____ ☐ Y ☐ N
Able to traverse 6% slope _____ ☐ Y ☐ N
Comments _____
☐ 1 ☐ 2 ☐ 3

General Observations

Physical assistance required for:

☐ Endurance

☐ Strength

☐ Balance

☐ Coordination

☐ Other _____

Verbal cues required for:

☐ Safety

☐ Technique

☐ Other _____

Determination

☐ Not eligible

☐ Eligible ☐ regular

☐ temp 3 6 9 12 mo.

☐ Conditionally eligible ☐ regular

☐ temp 3 6 9 12 mo.

Evaluator _____

**ADA Paratransit Eligibility Determination
Functional Evaluation - Visual Component**

Name _____ Evaluator _____

DOB _____

Mobility Aids _____ Used today _____

Weather today: Bright _____ Light overcast _____ Heavy overcast _____

Fill in all blanks Y or N

1. Pathfinding

- ___ Understands initial talk-through
- ___ Uses cardinal directions
- ___ Requires left-rights
- ___ Follows long string of directions
- ___ Requires short string
- ___ Can ID direction to HMC after turns

2. Gait, Balance, Level Changes

- ___ Shuffling gait
- ___ Poor balance
- ___ Extreme caution approaching level changes
- ___ Mistakes light/dark, shadows for level changes

3. Orientation

- ___ Maintains straight line travel
- ___ Identifies objects
 - ___ mid-distance ___ close only
- ___ Distinguishes
 - ___ street signs
 - ___ bus stop sign posts
 - ___ painted crosswalks
 - ___ planters, mail boxes
 - ___ materials - wood, metal, plastic

4. Street Crossing

- ___ Expresses anxiety, difficulty
- ___ Long hesitation before crossing
- ___ Veers toward traffic

5. General Observations

- ___ Uses white cane appropriately
- ___ Visual stamina maintained
- ___ Manages light/dark transitions
- ___ Required SBA due to vision
- ___ Required CGA due to vision
- ___ Rides FR now
- Routes _____

6. Other

Evaluator _____



ADA Paratransit Eligibility Determination Summary Cognitive Functional Evaluation

Name _____ Evaluator _____
Date _____ Age _____ DOB _____ Phone _____
Address _____
Usual Transportation Mode _____ SSN # _____
Mobility Aids _____ Vision _____
Auxiliary Aids _____ Hearing _____
(1 = pass; 2 = fail; 3 = not tested)

1. Orientation

- A. What is your address? ☐ 1 ☐ 2 ☐ 3
B. Without looking at a clock, tell me what time it is now
(Correct = within one hour) ☐ 1 ☐ 2 ☐ 3
C. Where are you right now? ☐ 1 ☐ 2 ☐ 3
D. How did you get here? ☐ 1 ☐ 2 ☐ 3
Comments _____
_____ ☐ 1 ☐ 2 ☐ 3

2. Safety

- A. If you were lost, what would you do? ☐ 1 ☐ 2 ☐ 3
(Correct = ask someone nearby for help or call someone)
B. What is your telephone number? ☐ 1 ☐ 2 ☐ 3
C. Able to dial number or direct someone to assist them
_____ ☐ 1 ☐ 2 ☐ 3
Comments _____
_____ ☐ 1 ☐ 2 ☐ 3

3. Number recognition (3 seconds per slide)

- A. You need to catch Route 2. Ring the bell when you
see bus #2 ☐ 1 ☐ 2 ☐ 3
B. You need to catch Route 26. Ring the bell when you
see bus #26. ☐ 1 ☐ 2 ☐ 3
C. You need to catch Route 235. Ring the bell when
you see bus #235 ☐ 1 ☐ 2 ☐ 3
Comments _____
_____ ☐ 1 ☐ 2 ☐ 3

4. Obtaining route information (Pass = 3/3 from A or B)

- A. Information obtained from phone call:
1) What bus number do you catch? ☐ 1 ☐ 2 ☐ 3
2) Where will you catch the bus? ☐ 1 ☐ 2 ☐ 3
3) What time do you need to catch the bus?
_____ ☐ 1 ☐ 2 ☐ 3
B. Information obtained from written or taped note:
1) What bus number do you catch? ☐ 1 ☐ 2 ☐ 3
2) Where will you catch the bus? ☐ 1 ☐ 2 ☐ 3
3) What time do you need to catch the bus?
_____ ☐ 1 ☐ 2 ☐ 3
Comments _____
_____ ☐ 1 ☐ 2 ☐ 3

5. Route Finding:

- A. Initiates activity within 30 seconds ☐ 1 ☐ 2 ☐ 3
B. Able to find route ☐ 1 ☐ 2 ☐ 3
C. Able to find way back ☐ 1 ☐ 2 ☐ 3
D. Able to ask for assistance ☐ 1 ☐ 2 ☐ 3
E. Completes 2,640 feet within 25 minutes
_____ ☐ 1 ☐ 2 ☐ 3
Comments _____
_____ ☐ 1 ☐ 2 ☐ 3

6. Safety Street Crossing

- A. Initiates at intersection ☐ 1 ☐ 2 ☐ 3
B. Looks both ways for traffic ☐ 1 ☐ 2 ☐ 3
C. Crosses in crosswalk area ☐ 1 ☐ 2 ☐ 3
Comments _____
_____ ☐ 1 ☐ 2 ☐ 3

7. Retention of Route Information

- A. What bus number do you catch? ☐ 1 ☐ 2 ☐ 3
B. Where will you catch the bus? ☐ 1 ☐ 2 ☐ 3
C. What time will you need to catch the bus?
_____ ☐ 1 ☐ 2 ☐ 3
Comments _____
_____ ☐ 1 ☐ 2 ☐ 3

Determination

- ☐ Not eligible
☐ Eligible ☐ regular
 ☐ temp __3__6__9__12 mo.
☐ Conditionally eligible ☐ regular
 ☐ temp __3__6__9__12 mo.

Evaluator _____



ADA Paratransit Eligibility Determination Summary Combined Functional Evaluation

Name _____ Evaluator _____
Date _____ Age _____ DOB _____ Phone _____
Address _____
Usual Transportation Mode _____ SSN # _____
Mobility Aids _____ Vision _____
Auxiliary Aids _____ Hearing _____
(1 = pass; 2 = fail; 3 = not tested)

Note: Take resting vitals at this time. (See #8 on back.)

1. Orientation

- A. What is your address? ☐1 ☐2 ☐3
B. Without looking at a clock, tell me what time it is now
(Correct = within one hour) ☐1 ☐2 ☐3
C. Where are you right now? ☐1 ☐2 ☐3
D. How did you get here? ☐1 ☐2 ☐3
Comments _____
_____ ☐1 ☐2 ☐3

2. Safety

- A. If you were lost, what would you do? ☐1 ☐2 ☐3
(Correct = ask someone nearby for help or call someone)
B. What is your telephone number? ☐1 ☐2 ☐3
C. Able to dial number or direct someone to assist them
_____ ☐1 ☐2 ☐3
Comments _____
_____ ☐1 ☐2 ☐3

3. Number recognition (3 seconds per slide)

- A. You need to catch Route 2. Ring the bell when you
see bus #2 ☐1 ☐2 ☐3
B. You need to catch Route 26. Ring the bell when you
see bus #26. ☐1 ☐2 ☐3
C. You need to catch Route 235. Ring the bell when
you see bus #235 ☐1 ☐2 ☐3
Comments _____
_____ ☐1 ☐2 ☐3

4. Obtaining route information

- A. Information obtained from phone call:
1) What bus number do you catch? ☐1 ☐2 ☐3
2) Where will you catch the bus? ☐1 ☐2 ☐3
3) What time do you need to catch the bus?
_____ ☐1 ☐2 ☐3

B. Information obtained from written or taped note:

- 1) What bus number do you catch? ☐1 ☐2 ☐3
2) Where will you catch the bus? ☐1 ☐2 ☐3
3) What time do you need to catch the bus?
_____ ☐1 ☐2 ☐3
(Pass = 3/3 from A or B)

Comments _____
_____ ☐1 ☐2 ☐3

5. Mobility Device

- A. Measurement ☐1 ☐2 ☐3
(Pass = device does not exceed 30" width, 48" length)
B. Weight: ☐1 ☐2 ☐3
(Pass = device and client combined do not exceed
600 lbs)
Comments _____
_____ ☐1 ☐2 ☐3

6. Mock-up

- A. Time for lift/stairs portion: ☐1 ☐2 ☐3
(Pass = able to complete in 1 minute or less)
B. Time for interior portion: ☐1 ☐2 ☐3
(Pass = able to complete in:
Amb: :30 or less) ☐
Non-Amb: 1:30 or less) ☐
(Pass = able to complete both A&B within:
Amb: 1:30 or less) ☐
Non-Amb: 2:30 or less) ☐

Observations

- Moves on/off lift independently ☐Y ☐N
Moves up/down stairs independently ☐Y ☐N
Maintains balance ☐Y ☐N
Uses handrails ☐Y ☐N
Seats self-independently ☐Y ☐N
Maneuvers to the tie-down independently ☐Y ☐N
Able to traverse 6% slope ☐Y ☐N
Comments _____
_____ ☐1 ☐2 ☐3

7. Route Finding:

- A. Initiates activity within 30 seconds ☐ 1 ☐ 2 ☐ 3
- B. Able to find route ☐ 1 ☐ 2 ☐ 3
- C. Able to find way back ☐ 1 ☐ 2 ☐ 3
- D. Able to ask for assistance ☐ 1 ☐ 2 ☐ 3
- E. Completes 2,640 feet within 25 minutes
..... ☐ 1 ☐ 2 ☐ 3

Comments _____
..... ☐ 1 ☐ 2 ☐ 3

8. Distance

Do not evaluate if resting BP is 200/100 or resting O₂ saturation rate is less than 88.

Discontinue if BP increases to 200/100, HR 75% of maximum for age, or if O₂ sat. rate drops suddenly.

75% maximum for age _____.

Note: 6% maximum slope on route.

	Resting	570 Ft	1320 Ft	
HR	_____	_____	_____ <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3
BP	_____	_____	_____ <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3
O ₂ Sat.	_____	_____	_____ <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3
Time	_____	_____	_____ <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3

(Pass = Able to travel 1,320 feet within 20 minutes within vital guidelines)

Comments _____
..... ☐ 1 ☐ 2 ☐ 3

9. Curbs and Curb cuts:

- A. Able to maneuver independently
- 1) Up 6" curb ☐ 1 ☐ 2 ☐ 3
- 2) Down 6" curb ☐ 1 ☐ 2 ☐ 3
- B. Able to maneuver independently
- 1) Up curb cut ☐ 1 ☐ 2 ☐ 3
- 2) Down curb cut ☐ 1 ☐ 2 ☐ 3

(Pass = 2/2 correct from A or B)

Comments _____
..... ☐ 1 ☐ 2 ☐ 3

10. Timed Street Crossing

- A. Initiates at intersection ☐ 1 ☐ 2 ☐ 3
- B. Looks both ways for traffic ☐ 1 ☐ 2 ☐ 3
- C. Crosses in crosswalk area ☐ 1 ☐ 2 ☐ 3
- D. Able to complete in 25 seconds ☐ 1 ☐ 2 ☐ 3

Comments _____
..... ☐ 1 ☐ 2 ☐ 3

General Observations

Physical assistance required for:

- ☐ Endurance
- ☐ Strength
- ☐ Balance
- ☐ Coordination
- ☐ Other _____

Verbal cues required for:

- ☐ Safety
- ☐ Technique
- ☐ Other _____

11. Retention of Route Information

- A. What bus number do you catch? ☐ 1 ☐ 2 ☐ 3
- B. Where will you catch the bus? ☐ 1 ☐ 2 ☐ 3
- C. What time will you need to catch the bus?
..... ☐ 1 ☐ 2 ☐ 3

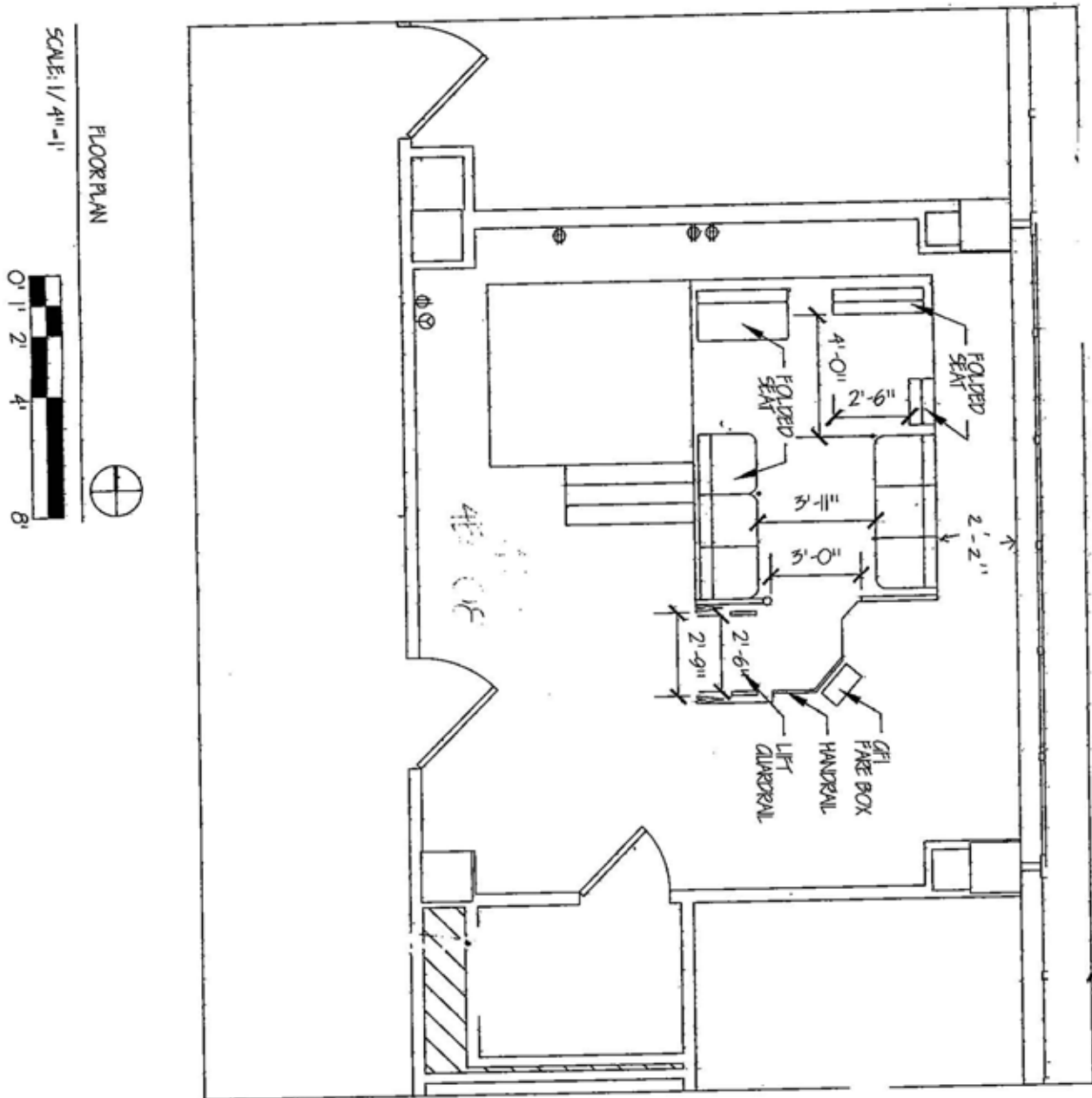
Comments _____
..... ☐ 1 ☐ 2 ☐ 3

Determination

- ☐ Not eligible
- ☐ Eligible ☐ regular
 ☐ temp __3__6__9__12 mo.
- ☐ Conditionally eligible ☐ regular
 ☐ temp __3__6__9__12 mo.


Evaluator _____

APPENDIX 2: BUS MOCK-UP



BID OPENING LABEL

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

URGENT – SEALED BID ENCLOSED	
Do Not Delay – Deliver Immediately	
URGENT	 King County King County Procurement & Contract Services Section Exchange Building, 8 th Floor 821 2nd Ave., EXC-ES-0862 Seattle, WA 98104-1598
	Bid No. 05-061 AT
	Bid Title Functional Evaluations and Appeals for ADA Paratransit Services
	Due Date
	Vendor
URGENT	